

|  |  |  |  |  |                                    |  |
|--|--|--|--|--|------------------------------------|--|
| <b>SOLICITATION, OFFER AND AWARD</b>   |  |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> |  | <b>Rating</b><br>DOA4              | <b>Page</b> 1 of 97                                |
| <b>2. Contract No.</b>   |  | <b>3. Solicitation No.</b><br>W56HZV-07-R-0489 |  | <b>4. Type of Solicitation</b><br>Negotiated (RFP)   | <b>5. Date Issued</b><br>2007APR27 | <b>6. Requisition/Purchase No.</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>U.S. ARMY TACOM LCMC<br>AMSTA-AQ-ATAB<br>WARREN, MICHIGAN 48397-5000<br><br>HTTP://CONTRACTING.TACOM.ARMY.MIL |  |  | <b>Code</b><br>W56HZV  | <b>8. Address Offer To (If Other Than Item 7)</b><br>US ARMY TACOM<br>ACQUISITION CENTER E-MAIL<br>ATTN: AMSTA-AQ-DE / BID OPENING<br>WARREN, MI 48397-5000<br>E-MAIL: OFFERS@TACOM.ARMY.MIL |                                    |  |

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 12:00pm (hour) local time 2007MAY29 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

|                                  |   |  |
|----------------------------------|---|--|
| <b>10. For Information Call:</b> | <b>Name</b> LISA BUTT<br><b>E-mail address:</b> LISA.BUTT@US.ARMY.MIL | <b>Telephone No. (Include Area Code) (NO Collect Calls)</b><br>(586)574-8839 |
|----------------------------------|---|--|

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

| Amendment Number | Date | Amendment Number | Date |
|------------------|------|------------------|------|
|                  |      |                  |      |
|                  |      |                  |      |

|  |  |   |                 |  |                       |
|--|--|---|-----------------|--|-----------------------|
| <b>15A. Contractor/Offeror/Quoter</b>            |  | <b>Code</b>   | <b>Facility</b> | <b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b> |                       |
| <b>15B. Telephone Number (Include Area Code)</b> |  | <b>15C. Check if Remittance Address is</b><br><input type="checkbox"/> Different From Blk 15A-<br>Furnish Such Address In Offer |                 | <b>17. Signature</b>   | <b>18. Offer Date</b> |

**AWARD (To be completed by Government)**

|  |  |                   |   |  |
|--|--|-------------------|---|--|
| <b>19. Accepted As To Items Numbered</b>   |  | <b>20. Amount</b> | <b>21. Accounting And Appropriation</b>   |  |
| <b>22. Authority For Using Other Than Full And Open Competition:</b><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) |  |                   | <b>23. Submit Invoices To Address Shown In</b><br>(4 copies unless otherwise specified) |  |
| <b>24. Administered By (If other than Item 7)</b>  |  |                   | <b>25. Payment Will Be Made By</b>  |  |
| SCD PAS ADP PT   |  |                   |   |  |
| <b>26. Name of Contracting Officer (Type or Print)</b>   |  |                   | <b>27. United States Of America</b><br><br>(Signature of Contracting Officer)           |  |
|  |  |                   | <b>28. Award Date</b>   |  |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

|                    |   |         |              |
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

THE FOLLOWING AMENDMENTS HAVE BEEN INCORPORATED

0001  
0002  
0003  
0004

|                                       |  |                                |
|---------------------------------------|--|--------------------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-07-R-0489 <b>MOD/AMD</b> | <b>Page 3 of 97</b><br>REPRINT |
| <b>Name of Offeror or Contractor:</b> |  |                                |

SECTION A - SUPPLEMENTAL INFORMATION

1. Amendment 0001 to Solicitation W56HZV-07-R-0489 is to provide for the following changes:
  - a. Revise Section A Acquisition Description to reflect this RFP will result in a single IDIQ contract award covering a five year period.
  - b. Revise Section A Quantities to reflect that other potential vehicles in the HMMWV family may be included.
  - c. Revise Section A Contract Award/Type to reference a five year IDIQ contract award.
  - d. Revise Section B Narrative A001 to reflect ordering periods in place of ordering years.
  - e. Revise Section B Narrative A0001 to change the definition of Ordering Period Four to cover deliveries in months 37 - 48 of the contract.
  - f. Revise Section B Narrative A0001 to add Ordering Period Five to include deliveries in months 49 - 60 of the contract (months 49 - 60 were previously included in ordering period 4).
  - g. Revise Section B to change the title of CLINs 0011, 0012, 0013, and 0014 to reflect ordering periods in place of ordering years.
  - h. Revise Section B CLINS 1043 and 1044 to clarify the titles to specify it they are for the option.
  - i. Revise Section B to include the following CLINs to allow for separate Ordering Period 5 pricing: 0015, 0025, 0035, 0045, 0055, 0065, 0075, 0085, 0095, 1015, 1025, 1035, 1045, 1055, 1065, 1075, 1085, 1095.
  - j. Section C.3 is revised to include attachments 12 - 19.
  - k. Section C.10 is revised to reference attachment 019 for local SOP on Overaged Recoverable Items Lists (ORIL).
  - l. Section J is revised to include attachments 12 - 19.
  - m. Revise clause F-9 (52.242-4457 a (iii)) to include with Prior approval of the Contracting Officer.
  - n. Delete clause 52.219-6, Notice of Total Small Business Set Aside.
  - o. Revise clause I-8 Ordering (52.216-18)to clarify that the last month an order can be placed is the end of month 58.
  - p. Attachment 2 is revised to include items (f) and (g).
  - q. Attachment 11 is revised to include additional CLINs added in Section B.
  - r. Attachments 012 - 018 are added to include instructions for the actions in attachment 02.
  - s. Attachments 019a - 019c are added to provide ORIL Guidance
2. As a result of this Amendment 0001, there is no extension to the closing date.
3. Except as provided for herein, all terms and conditions of the solicitation remain unchanged.

|                                       |  |                                |
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\*\*\* END OF NARRATIVE A 0002 \*\*\*

1. Amendment 0003 to Solicitation W56HZV-07-R-0489 is issued to delete the option for the maximum quantity of 320. As a result of this following changes are made:

A. Delete the option for the maximum quantity of 320, resulting in the following changes:

- (1) Section A Quantities paragraph is revised to reflect the following:
  - a. The maximum monthly delivery rate under the contract to be awarded in LTV TPER is based on a requirement that 1,365 HMMWVs be refurbished for the first years and 2,160 HMMWVs be refurbished each subsequent year.
  - b. Delete the reference to the 320 maximum monthly rate under the Light Tactical Fleet option.
  - c. Revised ranges for the maximum of 180
  - d. Delete the ranges for the option of 320 vehicles
- (2) Section A Delivery Schedule paragraph revised to delete the sentence referencing delivered once the option is exercised.
- (3) Section B Supplies or Services and Prices/Costs paragraph is revised to reflect the following:
  - a. The ranges for the maximum of 180 are revised
  - b. The option ranges are deleted.
- (4) Section B is revised to reflect the following:
  - a. CLIN numbering is revised to delete reference to Option pricing
  - b. Section B CLINS 1012 - 1095 and all references to them are deleted.
  - c. The maximum 5 year Quantity is revised to be 10,005
- (5) Section C.15 is revised to delete the last sentence regarding IOC once the option is exercised
- (6) Section F is revised to delete the last sentence regarding IOC once the option is exercised
- (7) Clause 52.242-4457 DELIVERY SCHULE FOR DELIVERY ORDERS is revised to reflect a maximum of 180 every 30 days
- (8) Clause 52.216-19 ORDER LIMITATIONS is revised to reflect the contractor is not obligated to honor any single order in excess of 2,160, or any order for a combination of items in excess of 10,005.
- (9) Delete clause 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY
- (10) Section L.4.2.2.1 Consideration #2a&b are revised to reflect 180 vehicles/month
- (11) Section L.5.1.1 is revised to delete the reference to the option CLINS
- (12) Section L.5.1.7 is revised to delete the reference to the option pricing
- (13) Delete clause 52.217-5 EVALUATION OF OPTIONS
- (14) Delete clause 52.217-4003 EVALUATION OF INCOMPLETE OPTION PRICING
- (15) Attachment 008 Consideration #2a&b are revised to reflect 180
- (16) Attachment 011 is revised to delete the option CLINS.

B. Section C.11.3 is revised to reference CDRL A006.

2. As a result of this Amendment 0002, there is no extension to the closing date.

3. Except as provided for herein, all terms and conditions of the solicitation remain unchanged.

\*\*\* END OF NARRATIVE A 0004 \*\*\*

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

|                                       |  |                                       |
|---------------------------------------|--|---------------------------------------|
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|   |                  |      |
|---|------------------|------|
| : | :                | :    |
| : | Amendment Number | Date |
| : | :                | :    |
| : | :                | :    |
| : | :                | :    |
| : | :                | :    |
| : | :                | :    |
| : | :                | :    |
| : | :                | :    |
| : | :                | :    |

[End of Clause]

| Regulatory Cite | Title   | Date     |
|-----------------|---|----------|
| A-1             | 52.201-4000 TACOM-WARREN OMBUDSPERSON (TACOM) | JAN/2006 |

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

|     |   |          |
|-----|---|----------|
| A-2 | 52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING (TACOM) | SEP/2006 |
|-----|---|----------|

- (a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.
- (1) The proper TACOM addresses for offer submission are:
- (i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.
- (ii) RFP and Sealed Bidding: Email your offer to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) If you datafax your proposal/bid, address your header to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.
- (2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.
- (3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include

|                           |  |  |
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the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

|     |                        |             |          |
|-----|------------------------|-------------|----------|
| A-3 | 52.214-4003<br>(TACOM) | ALL OR NONE | MAR/1998 |
|-----|------------------------|-------------|----------|

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

|     |                        |                              |          |
|-----|------------------------|------------------------------|----------|
| A-4 | 52.217-4911<br>(TACOM) | NOTICE OF URGENT REQUIREMENT | NOV/2001 |
|-----|------------------------|------------------------------|----------|

TACOM considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

[End of Provision]

Executive Summary  
Acquisition Description

The US Army TACOM Life Cycle Management Command (LCMC) is soliciting proposals for the Light Tactical Vehicle (LTV) Theater Provided Equipment Refurbishment (TPER) program. The potential variants and quantities of High Mobility Multipurpose Wheeled Vehicles (HMMWV) are in Attachment 1. This RFP will result in a single Indefinite Delivery Indefinite Quantity (IDIQ) contract award covering a five year period. The work is to be performed in Kuwait at a Contractor provided and operated facility with parts requisitioned from the Government Supply System and provided as Government Furnished Material (GFM).

This action is extremely urgent in support of the Global War on Terror (GWOT) and is an accelerated acquisition. The following schedule of events provides you with timeframes necessary to meet an anticipated contract award of July 16th 2007.

| Date      | Event                                      |
|-----------|--|
| Apr 10-13 | Release DRAFT RFP (DRFP)                   |
| Apr 19    | Pre-Solicitation Conference                |
| Apr 27    | Release final RFP                          |
| May 29    | Proposals Due                              |
| Jul 16    | IDIQ Contract and 1st Delivery Order Award |

The Government is unlikely to extend this schedule due to the urgent nature of the requirement in support of GWOT. Offerors are cautioned that failure to respond promptly to Government requests for information during the Source Selection process may result in the requested information not being considered in the evaluation and award trade-off.

Program Objective

Name of Offeror or Contractor:

The requirement exists to refurbish the Armys fleet of Light Tactical vehicles in Southwest Asia. The conditions the vehicles have experienced OCONUS have led the fleet to need both regularly scheduled mandatory maintenance (completed on all vehicles) and also various other unscheduled maintenance actions (different unscheduled maintenance actions completed on varying quantities of vehicles as required per the Army 10 and -20 maintenance standards) to restore their full mission operability. In order to reduce costs and turn around time, the Government requires the refurbishment to be done at a contractor provided and operated facility located in Kuwait. The refurbishment work is defined as inspecting and restoring the vehicles, including identifying and requisitioning repair parts required as a result of inspection, testing, and maintenance requirements as provided for in the applicable Technical Manuals/Technical Army standards at the -10 and -20 level. For purposes of this requirement this workload will be referred to as 10/20 +. The potential amount of unscheduled maintenance effort to be performed by the contractor is limited by the Points System Checklist, a description of which is attachment 005 to this solicitation. The Points System provides for an inspection of the vehicle by the Army prior to delivery to the contractor, and then a re-inspection by the contractor prior to induction into LTV TPER. If, as a result of this inspection and corresponding assignment of points, the vehicle is assessed as requiring a level of repair beyond the scope of LTV TPER and more fitting for a national level reset, then the vehicle will not be inducted into LTV TPER. The selected contractor shall also be responsible to execute disposition/disposal of all parts removed from the vehicles as directed by the Government.

Quantities

The Army has identified the total quantities of vehicles in theater; these are potential candidates for the LTV TPER program. The maximum monthly delivery rate under the contract to be awarded in LTV TPER is based on a requirement that 1,365 HMMWVs be refurbished the first year and 2,160 HMMWVs be refurbished each subsequent year under the LTV TPER process. The maximum monthly refurbishment rate is as follows:

| FLEET/CONTRACT IDENTIFICATION* | MAXIMUM MONTHLY REFURBISHMENT RATE |
|--------------------------------|------------------------------------|
| LIGHT TACTICAL FLEET BASIC     | 180                                |

\* The following variants of HMMWVs are the only HMMWV variants that are to be refurbished under this solicitation: M997, M1114 and M1151A1, M1152A1 and M1165A1, and other potential vehicles in the HMMWV family.

Ordering Provision - Variable Monthly Delivery Rates

The Army requires the flexibility to order LTV TPER at varying delivery rates to accommodate the exigencies of the ongoing GWOT. To accomplish this requirement the RFP incorporates range pricing. Under this provision, offerors are required to propose unit prices for several ranges of delivery rates as follows:

For the basic maximum of 180 vehicles per month the ranges are as follows:

| Vehicle Type | U/P | @35-54/MO* | @55-84/MO* | @85-124/MO* | @125-180/MO* |
|--------------|-----|------------|------------|-------------|--------------|
| WEIGHTING    | 15% | 30%        | 40%        | 15%         |              |

\* The units contemplated is a combination of any of the variants required under the contract; the Government may order any combination of variants and each variant will count as 1 unit for the purposes of establishing the required delivery rate.

Subject to the following limitations, the Government will have the unilateral authority under the resulting contract to issue orders at any of the stated delivery rates. The Government may vary the delivery rate on a monthly basis, but the contractor will be provided not less than 30 days notice of a change in the required production rate. Changes in delivery rates will be limited to a single range every 30 days. Additionally, the prices proposed will be based on continuous production at not less than the minimum monthly rate. The contractor may refuse to honor any delivery order that incorporates a delivery rate not priced in the contract.

For the purposes of the evaluation only, a weighted average unit price will be derived from the table above. That weighted average unit price will be multiplied times the total quantity for the vehicle type to result in the total evaluated price for the firm fixed price CLINS.

Pricing Structure:

The solicitation will require contractors to provide prices consistent with the following structure:

FIRM FIXED PRICE CONTRACT CLINS:

VEHICLE REFURBISHMENT

The Firm Fixed Price CLINS of the contract will cover the joint-inspection, induction, all mandatory scheduled service actions completed

|                                  |  |  |
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in accordance (IAW) with -10 and -20 Maintenance Manuals, re-assembly required as a result of mandatory service actions, and necessary testing and inspection. The Government will provide all vehicle replacement parts, which will be provided as GFM, necessary to perform the mandatory scheduled maintenance actions IAW -10 and -20 Maintenance Manuals. All other costs associated with performing the firm fixed price CLINS of the contract except for the hardware costs of the vehicle replacement parts are the responsibility of the contractor. This includes all equipment, tools, and machinery, as well as all direct and indirect labor to perform the effort including the ordering of parts from the Army Supply System.

FFP UNSHEDULED MAINTENANCE ACTIONS

Additionally, the following unscheduled maintenance actions consisting of all effort to remove the major assembly and re-install a new GFM assembly shall be firm fixed price on a per unit basis. The contractor is responsible for all costs associated with performing these firm fixed price unscheduled maintenance actions of major pieces of equipment listed below, except for the hardware costs of the vehicle replacement parts, which will be provided as GFM. This includes all equipment, tools, and machinery, as well as all direct and indirect labor to perform the effort including the ordering of parts from the Government. Contractor will be required to use Army Standard Automated Management Information Systems (STAMIS). The following unscheduled maintenance actions on major assemblies shall be firm fixed price. The estimated percentage of vehicles requiring these unscheduled actions for proposal pricing purposes are found below:

| MAINTENANCE ACTION             | ESTIMATED PERCENT REQUIRED |
|--------------------------------|----------------------------|
| Engine                         | 65%                        |
| Transmission                   | 42%                        |
| Transfer Case                  | 65%                        |
| Differentials (front and rear) | 59%                        |
| Geared Hubs                    | 85%                        |
| 200 AMP Alternators            | 30%                        |

TIME AND MATERIALS:

The contractor shall perform, on a time and materials (T&M) basis, all unscheduled maintenance actions required IAW the -10 and -20 technical manuals(other than the engine, transmission, t-cases, differentials, geared hubs and 200 AMP Alternators), including spot CARC painting (if required). In this regard, and for purposes of proposal preparation and ultimately contract performance, the RFP provides the required categories of direct labor and hours per labor category which offerors will be required to price in their proposals. Each T&M hourly labor rate shall be a fully loaded hourly rate to include an apportionment of all other direct expenses and indirect expenses, and fees necessary to support the performance of -10/-20 unscheduled maintenance actions. Loaded Hourly Labor rates shall include all labor required to order the necessary unscheduled maintenance action replacement parts through the government supply system, performance of the unscheduled maintenance actions, including disassembly and reassembly of the portion of the vehicle affected, supervisory oversight, administrative expenses, and quality control including testing/inspection. Where unscheduled maintenance actions are performed under time and material CLINs, the contractor shall ensure that any overlapping labor that has already been or will be charged as part of a firm fixed price action is not a duplicate charge under the time and materials portion. For example, under scheduled maintenance, tires are removed and replaced depending on tread depth. If the geared hub requires replacement, the time to remove the tires would have already been covered under the scheduled maintenance portion, therefore no longer applicable.

Further detail on pricing structure will be found in Sections B and L.

Delivery Schedule

Refurbishing the vehicles and quickly returning them to the possession of the U.S. Army is extremely important to support the ongoing GWOT. The required schedule in the contract calls for initial delivery of not less than 35 refurbished vehicles no later than 90 days after contract award. The contractor shall ramp up refurbishment production such that delivery at the maximum rate (180 ea per month) required by the contract is achievable by not later than 180 days after contract award.

Contract Award/Type

The Government is planning to make one Five Year IDIQ contract award resulting from this solicitation.

Evaluation/Selection.

This acquisition will be acquired on a full and open competition basis utilizing FAR Part 15 source selection tradeoff procedures to obtain best value for the Government. The tradeoff process allows the source selection authority the flexibility to select the best-value offer, which may not always be the lowest price or highest technically rated proposal. The eventual decision will involve a comparison of the strengths, weaknesses and risks in the non-price factors against the evaluated price offered by each proposal, with judgment applied as to which proposal provides the best overall value.

The source selection process shall include a formal Source Selection Evaluation Board (SSEB), established by the Government that will evaluate all proposals submitted for the LTV TPER effort. The SSEB will present their findings to a Source Selection Authority (SSA) for



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| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-0489      MOD/AMD</p> | <p style="text-align: center;"><b>Page 9 of 97</b></p> <p style="text-align: center;">REPRINT</p> |
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**Name of Offeror or Contractor:**

final decision. Following an in depth review of the proposals, the Government will select for contract award the offeror whose proposal offers the best value to the Government. The Government will evaluate the proposals in accordance with the evaluation criteria set forth in Section M of the solicitation. Offerors shall carefully review cost, schedule and performance requirements of this solicitation. Section L instructs the offeror how to present its proposal and Section M sets forth the award criteria and its relative order of importance and the basis for contractor selection. The award criteria are as follows:

- Factor 1: Refurbishment Capability
- Factor 2: Performance Risk (Subfactors: Experience and Past Performance)
- Factor 3: Price

Refurbishment Capability is more important than Performance Risk. Performance Risk is significantly more important than Price.

When added together the non-price factors are significantly more important than price

**Past Performance Evaluation Requirements**

A past performance questionnaire is provided as attachment 0010 to this solicitation. A copy of this questionnaire should be sent to all customers whom you deem as recent and relevant contracts under Past Performance. Early submission of the Past Performance Questionnaire is important. The Offeror shall request that individuals complete the questionnaire and forward it electronically directly to the Government at lisa.butt@us.army.mil no later than five days before the solicitation closing date

**Statement of Work (SOW)**

The SOW is included at Section C of the solicitation and provides the specific requirements of the solicitation. The following paragraphs highlight key requirements of the SOW:

The contractor provided and operated facility shall be within about 75 kilometers radius from Camp Arifjan, Kuwait(Facility must be located in Kuwait) and comply with the minimum criteria as prescribed in the SOW.

The contractor will be using the Government supply system to requisition the mandatory and unscheduled maintenance parts, which will be provided as GFM. All GFM, including vehicles to be inducted into the refurbishment program will be provided to the contractor in time to support ongoing contractor operations. If necessary, the contractor may be authorized with Government approval to utilize local purchase procedures. However, the contractor shall assume when preparing their proposal that all parts will be provided via the Government supply system and no costs of parts shall be included in the proposal. The Government will be providing an initial push package of parts to help facilitate the speed at which the contractor can begin refurbishing vehicles.

The Government will use Points System Checklists to qualify vehicles for induction into the LTV TPER Program. The checklists will be applied to the LTV TPER vehicles prior to arrival at the Refurbishment Center to ensure that the appropriate candidate vehicles are refurbished. The contractor will then conduct a joint Government/Contractor inspection of the vehicles to help determine which unscheduled maintenance actions are required. There is a high probability that during the course of the mandatory maintenance actions the contractor may discover additional unscheduled maintenance actions that were not discovered during the initial joint Government/Contractor inspection.

The contractor will be required to execute disposal of all removed parts/components in accordance with instructions from the Government. Some high value items will require protective packaging. See section C.

**Order of Precedence**

In the event of any inconsistency between the Executive Summary and the RFP, the RFP takes precedence.

**Administration**

The solicitation for this effort, W56HZV-07-R-0489 and all associated information are posted on the LTV TPER home page on the World Wide Web at the following site: <http://contracting.tacom.army.mil/majorsys/hmmwvtpe/hmmwvtpe.htm>

The Government will post any amendments to the solicitation at this site as well as answers to any industry-generated questions. Certain documents will only be published on the web page. Offerors are responsible to periodically review and monitor the LTV TPER home page to ensure that they have the most current information for this solicitation. If you have any questions regarding web access, contact the TACOM Electronic Contracting Help Desk at e-mail: \\*HYPERLINK <mailto:acqcenweb@tacom.army.mil>

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| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-07-R-0489 <b>MOD/AMD</b> | <b>Page 10 of 97</b><br><b>REPRINT</b> |
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\*\*\* END OF NARRATIVE A 0001 \*\*\*

1. Amendment 0002 to Solicitation W56HZV-07-R-0489 is to provide for the following changes:
  - a. Add clause 52.233-1 Disputes
  - b. Revise Section C.7.3 as follows:
 

From: The contractor shall charge and perform on a time and materials basis all unscheduled maintenance actions IAW -10 and -20 technical manuals, including spot CARC painting (if required) to include covering unit insignias, serial numbers, inspection dates or any other information from the hoods, bumpers and fenders, that are not firm fixed price.

To: The contractor shall charge and perform on a time and materials basis all unscheduled maintenance actions IAW -10 and -20 technical manuals, including spot CARC painting (if required) to include covering unit insignias, serial numbers, inspection dates or any other information from the hoods, bumpers and fenders, and the enhancements and upgrades in attachment 2, that are not firm fixed price.
  - c. Revise Section C.10 as follows:
 

From: If the container in which the new assembly was shipped is still suitable for packaging, the major sub-assemblies (Engines, differentials, transmission, transfer cases, geared hubs and 200 Amp alternators) shall be packaged in the same container. If the container is not suitable for packaging, the contractor shall provide a similar container.

To: If the packaging or container in which the new assembly was shipped is still suitable for reuse, the major sub-assemblies (Engines, differentials, transmission, transfer cases, geared hubs and 200 Amp alternators) shall be packaged in the same packaging or container. If the packaging provided is not suitable for repackaging, the contractor shall provide packaging IAW attachment 20. If the part was shipped in a container, and the container is not suitable for reuse, the contractor shall order one from the Army Supply System.
  - d. Delete clause 52.211-4016 CARC Paint-pretreatment requirements for ferrous, galvanized and aluminum surfaces
  - e. Delete clause 52.211-4030 Basic application and testing requirements for chemical agent resistance coatings (CARC) on metallic surfaces.
  - f. Revise Section J to include attachment 20
  - g. Sections L.4.2 Experience subfactor and L.4.3 Past Performance subfactor, are revised to include that they are volumes IIIA and IIIB respectively.
  - h. Attachment 11 is revised to unlock all necessary cells, and correct the major assemblies and estimated percent required for CLINs 0041 - 0042 and 0051 - 0055.
  - i. Attachment 20 is added to provide Supply Support Activity (SSA) guidance.
2. As a result of this Amendment 0002, there is no extension to the closing date.
3. Except as provided for herein, all terms and conditions of the solicitation remain unchanged.

\*\*\* END OF NARRATIVE A 0003 \*\*\*

1. Amendment 0004 to Solicitation W56HZV-07-R-0489 is to provide for the following changes:
  - a. Correct the reference in paragraph L.5.1.8 to refer to the summaries from L.5.1.7.
  - b. Revise paragraph M.3.8.1.1 to include the Government-owned property factor in the total evaluated cost.
  - c. Add paragraph M.3.8.1.6 to Section M
  - d. Add Clause 52.245-4001 Evaluation of Use of Existing Government-Owned Property
2. As a result of this Amendment 0004, there is no extension to the closing date.
3. Except as provided for herein, all terms and conditions of the solicitation remain unchanged.

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| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-07-R-0489<br><b>MOD/AMD</b> | <b>Page 11 of 97</b><br>REPRINT |
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\*\*\* END OF NARRATIVE A 0005 \*\*\*

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Army requires the flexibility to order TPER at various delivery rates to accommodate the exigencies of the ongoing GWOT. To accomplish this requirement the RFP incorporates range pricing. Under this provision, offerors are required to propose unit prices for several ranges of delivery rates as stated in Section L and attachment 011.

NOTE: The quantities listed below are a combination of any of the vehicles required under this contract; the Government may order any combination of vehicles and each vehicle will count as 1 unit for the purposes of establishing the required delivery rate. After the initial start up period, the Government will have the unilateral authority under the resulting contract to issue orders at any of the stated delivery rates. The Government may vary the delivery rate on a monthly basis, but the contactor will be provided not less than 30 days notice of a change in the required production rate from one range to another. At such time that the delivery rate is adjusted to a different range, the unit price for the remaining quantities of vehicles to be refurbished on that task order shall be priced IAW the applicable unit price provided for that range found in attachment 011. Additionally, the prices proposed will be base on continues production at the minimum monthly rate. The contractor may refuse to honor any task order that incorporates a delivery rate not priced in the contract.

NOTE: The unit prices for the first task order shall be prices at the unit price that is listed in attachment 011 for the range that will occur when the delivery rate and contractor are fully operational (180 days after award).

Under the basic contract the Government reserves the right to place an order for the following range of quantities to be delivered monthly.

Minimum Delivery Rate per month: 35 each  
Maximum Delivery Rate per month: 180 each

Delivery Rate Ranges:  
Range 1: 35 - 54  
Range 2: 55 - 84  
Range 3: 85 - 124  
Range 4: 125 - 180

\*\*\* END OF NARRATIVE B 0001 \*\*\*

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USES IS AS FOLLOWS:</p> <p>THE FIRST CLIN (001)<br/>UNDER THIS SOLICITATION IS FOR THE MINIMUM ORDER QUANTITIES. THESE QUANTITIES WILL BE SEPARATELY PRICED. ANY QUANTITY GREATER THAN THE MINIMUM THAT IS ORDERED DURING THE FIRST ORDERING PERIOD WILL BE ORDERED UNDER THE CLIN 0011 - (FIRST ORDERING PERIOD)</p> <p>FOR THE REMAINING CLINS:<br/>THE FIRST THREE DIGIT SIGNIFY THE ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING PERIOD, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING PERIOD, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING PERIOD, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING PERIOD,ETC.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING PERIOD</u> OF THE CONTRACT IS FOR THE FIRST 10 MONTHS OF DELIVERY (MONTHS 3 - 12 AFTER AWARD OF THE CONTRACT).</p> <p><u>SECOND ORDERING PERIOD</u> OF THE CONTRACT IS FOR DELIVERIES IN MONTHS 13 - 24 OF THE CONTRACT.</p> <p><u>THIRD ORDERING PERIOD</u> OF THE CONTRACT IS FOR DELIVERIES IN MONTHS 25 - 36 OF THE CONTRACT</p> <p><u>FOURTH ORDERING PERIOD</u> OF THE CONTRACT IS FOR DELIVERIES IN MONTHS 37 - 48 OF THE CONTRACT.</p> <p><u>FIFTH ORDERING PERIOD</u> OF THE CONTRACT IS FOR DELIVERIES IN MONTHS 49-60 OF THE CONTRACT.</p> <p>NOTE: ALL ORDERS MUST BE PLACED AT LEAST 60 DAYS PRIOR TO DELIVERY</p> <hr/> <p>The information presented below applies to CLINs 0001 - 0015:</p> <p>Minimum 5 year Quantity: 420 EACH<br/>(this will be ordered at the time of the basic contract award)</p> <p>Maximum 5 year Quantity: 10,005 EACH</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED. NOTE THE MINIMUM AND MAXIMUM QUANTITIES UNDER THIS SOLICITATION ARE FOR ALL VEHICLES (HMMWVs) COMBINED. THERE ARE NO MINIMUM OR MAXIMUMS GUARANTEED OF EACH VEHICLE TYPE (E.G. MINIMUM</p> |          |      |            |        |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
|         | <p>NUMBER OF SPECIFIC HMMV VARIANT). THE GOVERNMENT HAS PROVIDED THE ESTIMATED RATIO OF VEHICLES IN ATTACHMENT 002 TO BE RECEIVED BUT THIS IS AN ESTIMATE ONLY. THE MINIMUMS AND MAXIMUMS PROVIDED FOR UNDER THESE CLINS SATISFY THE REQUIREMENT TO PROVIDE MINIMUM AND MAXIMUM QUANTITIES UNDER AN IDIQ CONTRACT.</p> <p>ALL OFFERS MUST INCLUDE A SIGNED SF33 OR SF1449 COVER SHEET.</p> <p>RESPONSES TO REQUEST FOR PROPOSALS (RFPS) ARE SENT TO <a href="mailto:OFFERS@TACOM.ARMY.MIL">OFFERS@TACOM.ARMY.MIL</a> <a href="mailto:OFFERS@TACOM.ARMY.MIL">&lt;mailto:OFFERS@TACOM.ARMY.MIL&gt;</a>. SEE DIRECTIONS IN THIS WEBPAGE FOR ACCEPTABLE ELECTRONICS FORMATS AND ACCEPTABLE MEDIA.</p> <p>CLINs 0001, 0011-0015:<br/>Are for the mandatory actions required for each vehicle type to be completed IAW the SOW. These actions are Firm Fixed Priced.</p> <p>(End of narrative A001)</p> |          |      |            |          |
| 0001    | <p><u>LTV MINIMUM QUANTITIES</u></p> <p>NOUN: LTV SCHEDULED MAINTENANCE<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>   | 420      |      | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0011    | <div>FIRST ORDERING PERIOD</div> <div>NOUN: LTV SCHEDULED MAINTENANCE<br/>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance<br/>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Destination</div>  |          |      | \$         | \$     |
| 0012    | <div>SECOND ORDERING PERIOD</div> <div>NOUN: LTV SCHEDULED MAINTENANCE<br/>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance<br/>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Destination</div> |          |      | \$         | \$     |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0013    | <p><u>THIRD ORDERING PERIOD</u></p> <p>NOUN: LTV SCHEDULED MAINTENANCE<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>  |          |      | \$ _____   | \$ _____ |
| 0014    | <p><u>FOURTH ORDERING PERIOD</u></p> <p>NOUN: LTV SCHEDULED MAINTENANCE<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> |          |      | \$ _____   | \$ _____ |



**Name of Offeror or Contractor:**

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0015    | <p><u>FIFTH ORDERING PERIOD</u></p> <p>NOUN: LTV SCHEDULED MAINTENANCE<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>The information presented below applies to CLINs 0021 - 0074. The items under these CLINs are major sub-assemblies of the vehicles found under CLINs 0011-0014, and shall be refurbished IAW the SOW.. The estimated percentage of unscheduled maintenance of these subassemblies is found in attachment 002 and is listed below. Upon issuance of task orders, the Government will issue orders for estimated quantities of the firm fixed price sub-assemblies. Upon completion of all vehicles under the task order the Government will issue a modification to reconcile the number of subassemblies used during refurbishment. The contractor shall inform the Government when 75% of the quantities the orders are issued for is utilized for any particular CLIN. In no event shall the contractor use more sub-assemblies that are on the applicable task order.</p> <p>Estimated Percentage of Unscheduled Maintenance For Subassemblies:</p> <p>Engine: 65%<br/>Transmission: 42%<br/>Transfer Case: 65%<br/>Differentials (front and rear): 59%<br/>Geared Hubs: 85%<br/>200 AMP Alternators: 30%</p> <p style="text-align: center;">(End of narrative A001)</p> |          |      | \$ _____   | \$ _____ |
| 0021    | <p><u>FIRST ORDERING PERIOD</u></p> <p>NOUN: LTV ENGINE FFP - UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p>  |          |      | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | <u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br>FOB POINT: Destination |          |      |            |        |

**Name of Offeror or Contractor:**

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0022    | <u>SECOND ORDERING PERIOD</u><br><br>NOUN: LTV ENGINE FFP - UNSCHEDULED<br>SECURITY CLASS: Unclassified<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br>FOB POINT: Destination |          |      | \$ _____   | \$ _____ |
| 0023    | <u>THIRD ORDERING PERIOD</u><br><br>NOUN: LTV ENGINE FFP - UNSCHEDULED<br>SECURITY CLASS: Unclassified<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br>FOB POINT: Destination  |          |      | \$ _____   | \$ _____ |
| 0024    | <u>FOURTH ORDERING PERIOD</u><br><br>NOUN: LTV ENGINE FFP - UNSCHEDULED<br>SECURITY CLASS: Unclassified<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br>FOB POINT: Destination |          |      | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0025    | <p><u>FIFTH ORDERING PERIOD</u></p> <p>NOUN: ENGINE FFP - UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p>                                     |          |      | \$ _____   | \$ _____ |
| 0031    | <p><u>FIRST ORDERING PERIOD</u></p> <p>NOUN: TRANSMISSION FFP - UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> |          |      | \$ _____   | \$ _____ |
| 0032    | <p><u>SECOND ORDERING PERIOD</u></p> <p>NOUN: TRANSMISSION FFP-UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>  |          |      | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0033    | <p><u>THIRD ORDERING PERIOD</u></p> <p>NOUN: TRANSMISSION FFP-UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>  |          |      | \$ _____   | \$ _____ |
| 0034    | <p><u>FOURTH ORDERING PERIOD</u></p> <p>NOUN: TRANSMISSION FFP-UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> |          |      | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0035    | <p><u>FIFTH ORDERING PERIOD</u></p> <p>NOUN: TRANSMISSION FFP-UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p>                                 |          |      | \$ _____   | \$ _____ |
| 0041    | <p><u>FIRST ORDERING PERIOD</u></p> <p>NOUN: TRANSFER CASE FFP-UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>  |          |      | \$ _____   | \$ _____ |
| 0042    | <p><u>SECOND ORDERING PERIOD</u></p> <p>NOUN: TRANSFER CASE FFP-UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> |          |      | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0043    | <p><u>THIRD ORDERING PERIOD</u></p> <p>NOUN: TRANSFER CASE FFP-UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>         |          |      | \$ _____   | \$ _____ |
| 0044    | <p><u>FOURTH ORDERING PERIOD OPTION</u></p> <p>NOUN: TRANSFER CASE FFP-UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> |          |      | \$ _____   | \$ _____ |

**Name of Offeror or Contractor:**

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0045    | <u>FIFTH ORDERING PERIOD</u><br><br>NOUN: TRANSFER CASE FFP-UNSCHEDULED<br>SECURITY CLASS: Unclassified<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin                                |          |      | \$ _____   | \$ _____ |
| 0051    | <u>FIRST ORDERING PERIOD</u><br><br>NOUN: DIFFERENTIALS FFP-UNSCHEDULED<br>SECURITY CLASS: Unclassified<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br>FOB POINT: Destination  |          |      | \$ _____   | \$ _____ |
| 0052    | <u>SECOND ORDERING PERIOD</u><br><br>NOUN: DIFFERENTIALS FFP-UNSCHEDULED<br>SECURITY CLASS: Unclassified<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br>FOB POINT: Destination |          |      | \$ _____   | \$ _____ |



Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0053    | <p><u>THIRD ORDERING PERIOD</u></p> <p>NOUN: DIFFERENTIALS FFP-UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>  |          |      | \$ _____   | \$ _____ |
| 0054    | <p><u>FOURTH ORDERING PERIOD</u></p> <p>NOUN: DIFFERENTIALS FFP-UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> |          |      | \$ _____   | \$ _____ |

**Name of Offeror or Contractor:**

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0055    | <u>FIFTH ORDERING PERIOD</u><br><br>NOUN: DIFFERENTIALS FFP-UNSCHEDULED<br>SECURITY CLASS: Unclassified<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin                                |          |      | \$ _____   | \$ _____ |
| 0061    | <u>FIRST ORDERING PERIOD</u><br><br>NOUN: GEARED HUBS FFP - UNSCHEDULED<br>SECURITY CLASS: Unclassified<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br>FOB POINT: Destination  |          |      | \$ _____   | \$ _____ |
| 0062    | <u>SECOND ORDERING PERIOD</u><br><br>NOUN: GEARED HUBS FFP - UNSCHEDULED<br>SECURITY CLASS: Unclassified<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br>FOB POINT: Destination |          |      | \$ _____   | \$ _____ |

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| 0063    | <div>THIRD ORDERING PERIOD</div> <div>NOUN: GEARED HUBS FFP - UNSCHEDULED<br/>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance<br/>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Destination</div>  |          |      | \$         | \$     |
| 0064    | <div>FOURTH ORDERING PERIOD</div> <div>NOUN: GEARED HUBS FFP - UNSCHEDULED<br/>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance<br/>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Destination</div> |          |      | \$         | \$     |

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|---------|---|----------|------|------------|----------|
| 0065    | <p><u>FIFTH ORDERING PERIOD</u></p> <p>NOUN: GEARED HUBS FFP - UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p>                                |          |      | \$ _____   | \$ _____ |
| 0071    | <p><u>FIRST ORDERING PERIOD</u></p> <p>NOUN: ALTERNATORS FFP - UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>  |          |      | \$ _____   | \$ _____ |
| 0072    | <p><u>SECOND ORDERING PERIOD</u></p> <p>NOUN: ALTERNATORS FFP - UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> |          |      | \$ _____   | \$ _____ |

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| 0073    | <div>THIRD ORDERING PERIOD</div> <div>NOUN: ALTERNATORS FFP - UNSCHEDULED<br/>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance<br/>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Destination</div>  |          |      | \$         | \$     |
| 0074    | <div>FOURTH ORDERING PERIOD</div> <div>NOUN: ALTERNATORS FFP - UNSCHEDULED<br/>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance<br/>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Destination</div> |          |      | \$         | \$     |

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| 0075    | <p><u>FIFTH ORDERING PERIOD</u></p> <p>NOUN: ALTERNATORS FFP - UNSCHEDULED<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>B-1 CLIN TYPE</p> <p>The following CLINS 0081 - 0084, and 0091 - 0094, are for TIME AND MATERIAL (T&amp;M) for the unscheduled maintenance required for the vehicles found in CLINS 0011 - 0014. This is an indefinite quantity type contract. However, for the T&amp;M CLINS, the minimum number of hours is zero for all labor categories. The four year maximum for hours ordered by category are as follows:</p> <p>The hours associated with these CLINs shall be detailed in the applicable task order s issued against this contract. The only categories and rates allowed will be those listed under these CLINS and attachment 011.</p> <p>The rates set-fourth in the contract can be used on future Task Orders. The rates and categories proposed by the contractor shall apply as necessary to all unscheduled maintenance performed under this contract.</p> <p>The labor rate tables represent fully loaded hourly rate minimums for each skill classification that will be located at the Contractor specified location.</p> <p>The information included in the loaded rated shall be comprised of fully loaded rates, to include profit. The Government retains the right to add new labor categories as necessary during the term of the contract.</p> <p>B-2 TIME AND MATERIAL FIXED HOURLY RATES</p> <p>For all Time and Material orders issued under this contract, the contractor shall be reimbursed for each part authorized by the COR to be locally purchased and installed on the vehicle. The contractor shall propose a fixed material handling rate under this solicitation that will be utilized for all applicable task orders.</p> |          |      | \$ _____   | \$ _____ |

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| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
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|         | <p>B-3 TIME AND MATERIAL FIXED MATERIAL HANDLING RATE</p> <p>For all Time and Material orders issued under this contract, the contractor shall be reimbursed for each part authorized by the COR to be locally purchased and installed in the vehicle. The contractor shall propose a fixed material handling rate under this solicitation that will be utilized for all applicable task orders.</p> <p>(End of narrative A001)</p> |          |      |            |          |
| 0081    | <p><u>FIRST ORDERING PERIOD</u></p> <p>NOUN: UNSCHEDULED T&amp;M - LABOR<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>   |          |      | \$ _____   | \$ _____ |
| 0082    | <p><u>SECOND ORDERING PERIOD</u></p> <p>NOUN: UNSCHEDULED T&amp;M - LABOR<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>  |          |      | \$ _____   | \$ _____ |

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| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
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| 0083    | <div>THIRD ORDERING PERIOD</div> <div>NOUN: UNSCHEDULED T&amp;M - LABOR<br/>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance<br/>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Destination</div>  |          |      | \$         | \$     |
| 0084    | <div>FOURTH ORDERING PERIOD</div> <div>NOUN: UNSCHEDULED T&amp;M - LABOR<br/>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance<br/>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Destination</div> |          |      | \$         | \$     |



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|---------|--|----------|------|------------|----------|
| 0085    | <u>FIFTH ORDERING PERIOD</u><br><br>NOUN: UNSCHEDULED T&M - LABOR<br>SECURITY CLASS: Unclassified<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin                                      |          |      | \$ _____   | \$ _____ |
| 0091    | <u>FIRST ORDERING PERIOD</u><br><br>NOUN: TIME AND MATERIALS - MATERIAL<br>SECURITY CLASS: Unclassified<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br>FOB POINT: Destination  |          |      | \$ _____   | \$ _____ |
| 0092    | <u>SECOND ORDERING PERIOD</u><br><br>NOUN: TIME AND MATERIALS - MATERIAL<br>SECURITY CLASS: Unclassified<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br>FOB POINT: Destination |          |      | \$ _____   | \$ _____ |

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| 0093    | <div>THIRD ORDERING PERIOD</div> <div>NOUN: TIME AND MATERIALS - MATERIAL<br/>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance<br/>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Destination</div>  |          |      | \$         | \$     |
| 0094    | <div>FOURTH ORDERING PERIOD</div> <div>NOUN: TIME AND MATERIALS - MATERIAL<br/>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance<br/>INSPECTION: OriginACCEPTANCE: Origin</div> <div>FOB POINT: Destination</div> |          |      | \$         | \$     |

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| 0095    | <div>FIFTH ORDERING PERIOD</div> <div>NOUN: TIME AND MATERIALS - MATERIAL</div> <div>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> |          |      | \$         | \$     |

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Section C  
Refurbishment of High Mobility Multipurpose Wheeled Vehicles (HMMWV) Tactical System

- DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
- C.1 General
  - C.2 Pre-Inspection Process
  - C.3 Vehicle Requirements
  - C.4 PRE-INDUCTION PROCEDURES AT CAMP ARIFJAN
  - C.5 INDUCTION INSPECTION PROCEDURES AT CONTRACTOR'S FACILITIES
  - C.6 Refurbishment
  - C.7 Pricing Structure
  - C.8 Final Inspection
  - C.9 Return of Vehicles
  - C.10 Unused Unserviceable Parts
  - C.11 Government Supply System
  - C.12 Facility Location
  - C.13 Personnel
  - C.14 Parts Push Package
  - C.15 Task Order
  - C.16 COR
  - C.17 Quality Assurance/Quality Control
  - C.18 Start of Work Meeting
  - C.19 Performance Evaluation Meeting
  - C.20 Reports
  - C.21 Definitions
  - C.22 Government Furnished Material, Property, and Services
  - C.23 Contractor Furnished Items and Services
  - C.24 General SOW Requirements

- C.1 GENERAL
- C.1.1 BACKGROUND. The requirement exists to refurbish the Armys fleet of HMMWV Tactical vehicles in Southwest Asia. The models to be refurbished under this action are: M997, M1114, M1151, M1152, M1165, and other potential vehicles in the HMMWV family. Coalition Forces Land Component Commands (CFLCC) intent is to establish a refurbishment program for equipment that has become highly worn due to battle damage, high mileage, extended usage, and additional weight due to armor and enhancements, extreme temperatures, and lack of sustained maintenance programs in the performance of their mission. Vehicles require regularly scheduled mandatory maintenance. Various unscheduled maintenance actions may be required on varying quantities of vehicles as required per the Army 10 and -20 maintenance standards to restore their full mission operability. Refurbishment must be done at a contractor provided and operated facility located in Kuwait.
- C.1.2 DESCRIPTION. The contractor shall provide diagnosis, services and repairs in accordance with Technical Manuals (TMs), Technical Bulletins (TBs) Maintenance Advisory Messages (MAM), Modification Work Orders (MWO), Delayed Desert Damage (DDD) and other military instructions related to the equipment being diagnosed, serviced and repaired in support of the militarys refurbishment program. The contractor will refurbish end items and the associated subsystems.
- C.1.3 FACILITY. The contractor shall operate a facility in Kuwait within about 75 KM of Camp Arifjan to receive, classify, store, and refurbish items and the associated subsystems. The refurbishment work includes, but is not limited to: inspection, cleaning, adjusting, repair and replacement, or the repair or replacement of major assemblies and subassemblies, as further detailed throughout the scope of work. The repair and replacement may include, but is not limited to circuit cards, electrical wiring, suspension components, bodywork and frame repairs, glass replacement, steering, front end, drive train, and brake components, radiator, hoses and belts, as further detailed throughout the scope of work. Some tasks may require light welding. Only spot CARC painting due to exposed metal or after repair due to corrosion or body damage is required. The Government Quality Assurance Representative (QAR) or Administrative Contracting Officer (ACO) will retain authority to waive the repair of any unscheduled maintenance action to a vehicle that is cosmetic in nature (e.g. tear in seat cushion). The contractor shall complete all required Scheduled Maintenance and Repair actions, and removal and replacement of specific major subcomponents as authorized under the fixed price CLINs and all authorized unscheduled maintenance and repair actions under the Time & Material (T&M) CLINs. For final acceptance, the contractor shall demonstrate all scheduled and unscheduled maintenance and repair actions were performed as authorized by the Government.
- C.2 PRE-INSPECTION PROCESS. The Government will use the Points System Checklists at Attachment 005 to initially qualify vehicles for induction into the Light Tactical Vehicle (LTV) Theater Provided Equipment Refurbishment (TPER) Program. This checklist determines whether the vehicle shall be a candidate for National Level RESET or if the vehicle is suitable to be refurbished under the LTV TPER

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effort. The checklists will be applied to the LTV TPER vehicles prior to arrival at the Refurb Center to insure that the appropriate candidate vehicles are provided to the contractor for refurbishment under this program. In the event the contractor receives a vehicle system that does not meet the induction criteria for the refurbishment program IAW Attachment 005, the contractor shall notify the DCMA ACO who shall provide disposition instructions. In no event shall a vehicle that qualifies for National Level RESET be inducted into the TPE Refurb program.

C.3 VEHICLE REQUIREMENTS. All vehicles will be inspected, and repaired if required using the referenced material and criteria provided in Attachments 003, 004, 005, and 0012 - 0018. These detailed service instructions include mandatory repair tasks and unscheduled maintenance tasks that are dependent on condition of vehicles at the time they are processed through the facility.

- Attachment 001 Mix of Candidate Vehicles
- Attachment 002 Additional Instructions for Enhancements and Upgrades
- Attachment 003 Applicable Publications and Forms
- Attachment 004 Additional Instructions and Mandatory Replacement Parts
- Attachment 005 Applicable Point System Checklist
- Attachment 006 SOP on DRMO retrograde of the unserviceable assemblies
- Attachment 007 Unified Facilities Criteria (UFC) DoD Minimum Antiterrorism Standards for Buildings
- Attachment 012 Frag 1, 2, and 5 Modification Installation
- Attachment 013 Frag 2 Font Wheelwell Armor Ver 2
- Attachment 014 Frag 5 Install Instructions Change 3
- Attachment 015 Door IED Aluminum Overlay EIR
- Attachment 016 Gunner Restraint Install Instructions
- Attachment 017 Fire Suppression Installation Instructions
- Attachment 018 Install Instructions O-GPK-BPMTU
- Attachment 019a DLR/ORIL External SOP
- Attachment 019b Overage Recoverable Items Policy
- Attachment 019c POC Information
- Attachment 020 Supply Support Activity (SSA) guidance

Documents referenced in Attachment 003 can be found at the following:

- <https://acc.dau.mil/CommunityBrowser.aspx?id=32379>
- <https://www.logsa.army.mil>

The contractor shall provide all necessary resources and management to perform the following processes:

C.4 PRE-INDUCTION PROCEDURES AT CAMP ARIFJAN. Vehicles requiring Refurb shall require transportation (vehicles may or may not be drivable) in order to be inducted at the Contractors facility. The Contractor shall be required to obtain the vehicles from the designated CLASS VII yard at Camp Arifjan. The contractor assumes responsibility of each vehicle upon receipt of each vehicle at Camp Arifjan IAW the applicable Government Furnished Property clauses contained in this solicitation. The condition of the vehicle will be noted in the documentation provided upon contractor receipt at Camp Arifjan. This work includes, but it is not limited to: providing transportation assets to facilitate handling, classifying, storing of Class VII end items and return of refurbished vehicles back to the designated CLASS VII yard at Camp Arifjan. The Government will notify the Contractor of available vehicles by serial number prior to vehicle pickup.

C.5 INDUCTION INSPECTION PROCEDURES AT CONTRACTOR'S FACILITIES. Upon receipt of the vehicles the contractor shall load them in Unit Level Logistic System-Ground (ULLS-G) and process ULLS-G work order through Standard Army Maintenance System E (SAMS-E). The contractor shall process ULLS-G work orders through SAMS-E from customers identified by the government as direct customers. The contractor shall order supplies and parts using the SAMS-E. The contractor shall pick up and turn-in supplies and repair parts from and to the Supply Support Activity, (SSA) at Camp Arifjan In Accordance With, (IAW) AR 710-2, DA PAM 710-2-1 and AR 750-1. Each vehicle received by the contractor for induction into the LTV TPER process shall be jointly inspected by the Contractor and the Government. It shall be jointly confirmed that the vehicle to be inducted meets the criteria for refurbishment spelled out in the Points System Checklist, Attachment 005. The contractor and the Government shall validate the initial results of the Points System Checklists completed during the pre-inspection process (see paragraph C.2) by completing a checklist for each vehicle to confirm the original results at the TPE Refurb Center. General condition of the vehicle to include all missing, damaged, destroyed, or non-standard components shall be noted and recorded. During the joint inspection, the contractor shall also check vehicles and equipment for sensitive, classified and hazardous materials to include Arms Ammunition and Explosives (AA&E) and take appropriate action in accordance with local SOP and QAR direction.

C.5.1 INSPECTION AND MAINTENANCE AUTHORIZATION DOCUMENT (IMAD) Upon completion of the joint inspection, the contractor shall prepare an inspection report detailing all maintenance and repair actions needed for that particular vehicle. This inspection report shall include all mandatory maintenance and replacement actions required by the firm fixed price CLINs and applicable TMs. This inspection report shall also include the Contractor recommendation to the QAR as to:

1. The extent that any of the 6 major sub-assemblies (engine, transmission, differential, transfer case, geared hub, 200 AMP Alternator)

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require replacement under the LTV TPER.

2. Any required additional maintenance that is not included in the firm fixed price, needed to bring the vehicle up to -10/-20 standards. The ACO or QAR will retain authority to waive the repair of any unscheduled maintenance action to a vehicle that is cosmetic in nature (e.g. tear in seat cushion).

The Inspection and Maintenance Authorization Document (IMAD) format shall be approved IAW Contract Data Requirements List (CDRL) A001.

C.5.2 The contractor shall provide, as part of the IMAD, an estimate of the number of hours needed to effect the maintenance and repair action that are beyond those included in the firm fixed price scope of work. This estimate shall include a breakdown of the skills required to perform the maintenance and repair, matched against the skills provided in the Time & Materials CLINS of the contract. If a vehicle requires no unscheduled maintenance actions, an IMAD shall be prepared showing zero unscheduled maintenance hours and approved by the ACO.

C.5.2.1 Upon approval of the IMAD by the ACO, the contractor is authorized to proceed to perform, the scheduled maintenance, any approved major subsystem removal and replacement action and the approved unscheduled maintenance and repair actions, and any ancillary or associated maintenance and repair actions, up to the hours authorized by the ACO. In the event that during the course of the maintenance and repair actions the contractor discloses additional unrelated needed maintenance or repairs, or if the hours authorized by the ACO are expended, the contractor shall prepare and present to the ACO an amended IMAD with a revised estimate of the T&M effort required. The amended IMAD shall include all previously authorized work plus the additional required maintenance and repairs. Upon approval of the amended IMAD the contractor may proceed to execute the revised estimate of maintenance and repair actions. The contractor shall track total authorized T&M hours for each individual vehicle inducted.

C.5.2.2 The contractor shall be responsible to total all T&M hours authorized for all vehicles received. When the total hours authorized reaches 75% of the total hours funded for any labor category under the contract, the contractor shall notify the PCO that additional funding may be needed. In no event is the Contractor authorized to expend more hours than the amount funded under the applicable CLINS. This tracking of authorized hours shall also include a reconciliation of the hours authorized to the hours actually expended for a completed, accepted vehicle, with the authorized hours account credited for any hour authorized but not expended. The contractor shall make the total hours expended available to the Government upon request.

C.5.2.3 The approved IMAD will become the basis for inspection and acceptance of the vehicle. At the end of the LTV TPER process the contractor shall present the IMAD with a DD250 (or as an attachment in Wide Area WAWF) to the QAR so that the QAR may verify that the work authorized was satisfactorily performed. The QARs signature on the DD250 (or in WAWF) will authorize payment of the firm fixed price amount established in the CLIN for LTV TPER of the vehicle and the T&M portion as established on the IMAD. Separate DD250s are authorized as needed for invoicing the T&M portion. However, unless authorized by the ACO/QAR, the contractor shall not invoice for the T&M portion of this contract until the vehicle has completed all scheduled and unscheduled maintenance and been accepted by the QAR.

C.5.3 IMAD Summary Report (Monthly). The contractor shall incorporate the following information taken from the IMAD and DD250 (or WAWF). At a minimum the information shall include: Vehicle serial number and total Unscheduled Maintenance Hours expended on the vehicle by action (each task). A brief description of accomplishments and any outstanding issues or problems shall also be included. The contractor shall collect this information in a database in Microsoft Excel format and provide to the Government IAW CDRL A002.

C.6 REFURBISHMENT. The contractor shall perform vehicle maintenance to include both scheduled and unscheduled maintenance actions IAW the applicable Attachments 002, 003, 004, and 005 to bring each vehicle to the -10 and -20 maintenance standards.

This effort includes the contractor installing or if applicable refurbishing of armor and enhancements as required in Attachments 002 and 004.

C.7 PRICING STRUCTURE. The scope of work under this contract is composed of both Firm Fixed Price and Time and Materials components.

C.7.1 FIRM FIXED PRICE. The contractor shall include and perform at a fixed price the following: Pickup and transportation from Camp Arifjan to Contractors facility (and return upon completion), induction and initial joint Government and Contractor inspection, performance of all mandatory scheduled services in accordance with Attachment 004, all reassembly of the vehicle that is related to those actions, the final inspection requirements of the vehicles and administrative time to include ordering parts and any supply transactions required on the vehicle as it's received.

C.7.2 FIRM FIXED PRICE-MAJOR SUB ASSEMBLIES. The following items are not mandatory replacement actions however shall be firm fixed priced. All unscheduled maintenance that involves the removal and replacement of engines, differential, transmissions, transfer cases, geared hubs, and 200 AMP alternators shall be firm fixed price. This shall include all costs associated with the effort in replacing the subassembly and include the cost of packaging the used recoverable part and transportation of them to Camp Arifjan. Additional information on unserviceable parts may be found in C.10.

C.7.3 TIME AND MATERIALS.

The contractor shall charge and perform on a time and materials basis all unscheduled maintenance actions IAW -10 and -20 technical manuals, including spot CARC painting (if required) to include covering unit insignias, serial numbers, inspection dates or any other

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information from the hoods, bumpers and fenders, and the enhancements and upgrades in attachment 2, that are not firm fixed price. Unless specifically approved by the Government, the contractor is not authorized to perform any work under this contract on vehicles not meeting the threshold for induction into LTV TPER as established in the Points System Checklist. The unscheduled maintenance charged under time and materials shall include all labor required to replace the part. If the replacement of the part requires additional testing and inspection requirements the contractor shall charge that portion under time and material. In the event of an unscheduled maintenance action charged under time and material, the contractor shall ensure that any overlapping labor that has already been or will be charged as part of a firm fixed price action is not charged under the time and materials portion.

**C.8 FINAL INSPECTION.**

Upon completion of all Scheduled Maintenance and Repair actions required under the firm fixed price CLINs and all authorized unscheduled maintenance and repair actions under the T&M CLINs, the contractor shall demonstrate the vehicle is in accordance with the Government approved Final Inspection Record (FIR)(see C.17.3 for FIR requirements) for that vehicle, including demonstrating that all scheduled and unscheduled Maintenance & Repair actions annotated on the IMAD were performed as authorized.

C.8.1 If the vehicle successfully demonstrates full FIR performance the vehicle shall be finally accepted and a DD250 or WAWF with the IMAD attached shall be approved by the QAR.

C.8.2 If full FIR performance is not achieved by the vehicle, the contractor shall, within the firm fixed price, investigate and determine the cause of the shortcomings. If the performance shortcoming is caused by a workmanship on Maintenance and Repair actions that the contractor performed or as a result of contractor furnished material, regardless of whether the work was performed under the FFP or T&M portions of the contract, the contractor shall provide at no additional cost to the Government all labor needed to remedy such shortcoming and demonstrate full FIR performance.

C.8.3 If full FIR performance is not achieved, but there is no workmanship or material failure in any of the Maintenance and Repair actions attributable to the contractor under the FFP or T&M CLINs, then the contractor shall be considered to have met its performance obligation under the contract, and is entitled to full payment for the firm fixed price work performed. The Government may authorize additional T&M effort to bring the vehicle up to full FIR performance levels.

C.9 RETURN OF VEHICLES. The contractor shall coordinate with the Government to return the vehicles after inspection and acceptance.

**C.10 USED UNSERVICEABLE PARTS.**

The contractor shall, on a weekly basis, obtain the Overage Reparable Item List (ORIL) by the supported warehouses using SARSS. The contractor will have 10 days to turn-in all used/ excess recoverable parts and major assemblies. Turn-in shall be IAW Camp Arifjan local turn-in SOP (attachment 019) and IAW AR 710-2, paragraph 2-13. See DRMO retrograde of unserviceable assemblies attachment SOP (encl 5). The contractor shall perform disposal or turn-in of barrels or pallets of POL in accordance with local SOP or QAR instruction. If the packaging or container in which the new assembly was shipped is still suitable for reuse, the major sub-assemblies (Engines, differentials, transmission, transfer cases, geared hubs and 200 Amp alternators) shall be packaged in the same packaging or container. If the packaging provided is not suitable for repackaging, the contractor shall provide packaging IAW attachment 20. If the part was shipped in a container, and the container is not suitable for reuse, the contractor shall order one from the Army Supply System. The contractor shall drain all fluids from the item; ensure the container is free of oil and otherwise suitable for shipment to the Supply Support Activity (SSA).

C.11 GOVERNMENT SUPPLY SYSTEM: The contractor shall use the Armys Supply system IAW AR 710-2, DA PAM 710-2-1, DA PAM 710-2-2, AR 725-50, AR 750-1, and associated automated system TMs. The contractor shall use SAMS-E to requisition, receive and track shipping status of all Government furnished CL IX material IAW applicable US Army regulations, local command policies, and the SAMS-E user manual. The contractor shall ensure their facility has a dedicated line for File Transfer Protocol (FTP) blast capabilities. The contractor shall be responsible for providing trained/certified personnel who have an understanding of US Army supply and SAMS-E operating systems. The Government will furnish a DODAAC.

C.11.1 In the event the contractor cannot obtain parts through the Government supply system within sufficient time to complete the timely repair of vehicle, the contractor is authorized to locally purchase parts through commercial sources upon receipt of ACO approval. In the event the contractor locally purchases, the contractor shall document all parts costs associated with parts obtained commercially by serial number and provide proper invoicing information. The contractor shall keep records of purchase and running total of expenditures per FAR 45.5 and property control plan. After the contractor exhausts all other means for obtaining the required parts to continue vehicle refurbishment, the contractor may, as authorized by the ACO, utilize parts available from other Government owned vehicles in its possession.

C.11.2 When the total cost of parts authorized by the ACO reaches 75% of the total dollar amount funded under the contract, the contractor shall notify the PCO that additional funding may be needed. Any parts obtained in this manner shall meet OEM standards so as to not degrade or impact the technical and logistics requirements established for the system. The contractor shall invoice for the material under the Time and Materials CLINs only when the contractor purchased part is utilized not when the part is purchased.

C.11.3 The contractor shall maintain an adequate inventory, via the Government supply system, of mandatory replacement parts and those which may be needed in the course of repair that are found in the appropriate Technical Manual and related reference material associated with the equipment so as not to jeopardize performance under the scope of this contract. However, the contractor is responsible to

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manage the inventory of parts such that excessive inventory is not accumulated, and shall promptly notify the ACO when GFM parts in its possession are excess to current and anticipated delivery requirements and are available for return to the supply system. Contractor shall ensure segregation of Government furnished material and any parts or equipment that has been locally purchased. The contractor shall receive, store, and issue all CL III POL and CL IX material as necessary in support of the effort. The contractor will identify and inspect supplies upon receipt for damage and shortages IAW AR 735-11-2. The contractor shall continually maintain an adequate inventory at all times. To ensure inventory accountability, the contractor will be required to perform 100% wall-to-wall location and inventory surveys on shop stock. These inventories will be conducted on a quarterly basis IAW AR 710-2 paragraph 3-24 and AR 735-5 paragraph 2-6. Copies of inventory adjustment reports shall be maintained and submitted to the cognizant COR and DCMA ACO. The contractor shall maintain accountability records, voucher registers and stock control of materiel received, issued and stocked. The contractor shall keep records of purchases and a running total of all requisition expenditures, cost data, and lead times per FAR 45.4 and the contractors property control plan. The contractor will provide the government copies of all CL IX expenditures and any supply related data upon request IAW CRDL A006.

C.11.4 SUPPLY SUPPORT ACTIVITY. The Contractor shall be required to obtain the Government provided parts from the appropriate Supply Support Activity (SSA), located at Camp Arifjan, to maintain the Refurb delivery schedule. This work includes, but it is not limited to: providing transportation assets to facilitate handling, classifying, storing of Class IX repair parts and return of unserviceable assemblies to the SSA. Attachment 006 provides the local SOP on DRMO retrograde of the unserviceable assemblies. The local SOP on retrograde of unserviceable assemblies will be provided no later than receipt of contract award.

C.12 LOCATION. The contractor shall provide a facility within about 75 KM radius of Camp Arifjan, Kuwait, that meets the minimum criteria as prescribed in Attachment 007. Contractors Facility must be located in Kuwait and be easily accessible to Camp Arifjan. The contractor shall site its facilities in consideration that the contractor will be conveying significant numbers of heavy equipment and repair parts to and from the contractors location. The contractor shall locate the facilities such that there is easy access to the facility without any undue burden or disruption of the local course of business, livelihood, culture and sensibilities of the local population.

C.12.1 FACILITY. The contractors facility shall have sufficient space to accommodate the performance of Government personnel. The space at a minimum shall include 7 workstations that allow for access to the internet and phone service. The contractor shall also provide the following in each of the 7 workstations: laptop computer, and telephone. One printer, and one scanner shall also be provided by the contractor, and it shall be located in a common area. This shall be completed within 60 days.

C.13 PERSONNEL. All contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

C.13.1 The Contractor shall hire personnel capable of performing maintenance, receiving, classifying, storing and issuing equipment, parts and supplies IAW Army Technical Manuals and Technical Bulletins and reference material related to the equipment being refurbished, and applicable Army Regulations governing maintenance (AR 750-1), supply (AR 710-2) (DA PAM 710-2-1 and property accountability (AR 735-5) requirements. The Contractor shall provide for a sufficient number of English speaking personnel to insure that the Scopes of work and U.S. Army reference material can be fully understood and implemented during the refurbishment process.

C.13.2 The contractor shall comply with the current CONUS Replacement Center (CRC) requirements at the time of deployment of personnel from CONUS to Kuwait.

C.13.3 Prior to deployment, the Contractor shall ensure that each contract employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the Contracting Officer.

C.13.4 The Government will provide the contract employees with Chemical Defensive Equipment (CDE) familiarization training commensurate with the training provided to Department of Defense civilian employees. Current POC for this training is Mr. Earl Davis, AMC CONUS Deployment Representative, (404) 464-6293. The training will take place at the CRC located at Fort Bliss, TX. (Subject to location change)

C.13.5 The Government shall provide the contract employees with all identification cards and tags required for deployment. These shall be obtained through the CRC. The contract employees are required to obtain a medical screening at the CRC for FDA approved immunizations, which shall include DNA Sampling. The contract employees are required to bring passports, visa, shot records and personal items to the CRC. They may also be issued all required military unique Organizational Clothing and Individual Equipment (OCIE) at the CRC.

C.13.6 The Government shall provide the contract employees with the necessary ISOPRED and FPI and SERE training. This training will be conducted at the CRC.

C.14 PARTS PUSH PACKAGE. The Government will provide as a part of Government Furnished Material, a push package of parts to facilitate timely refurbishment of vehicles during the initial ramp up period. The push package will consist of the mandatory and selected



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unscheduled replacement parts sufficient for 3 months of production. Full listing of push parts will be provided to the contractor 10 days after contract award. Contractor will be allowed to respond and request adjustments to the initial push packages within 7 days of receipt of the push package list.

C.15 TASK ORDER. The Contractor shall begin performance after date of award and award of the first task order. The facility shall establish an Initial Operational Capability (IOC) by inducting vehicles meeting the criteria for refurbishment for processing, and having 7 Government workstations fully operational within 60 days after date of award. IOC is further defined as the ability to deliver no less than 35 completed vehicles within 90 days after date of award with a ramp up of production between 90 days and 180 days such that the full rate required by the delivery order is reached by 180 days after delivery order award.

C.15.1 The Government reserves the right to adjust the vehicle models and quantity of equipment refurbished by the contractor based on Theater requirements and availability. If the Government changes the priority of work based on quantity and type, the contractor will be given notification, in writing, 30 days prior to adjusted production requirements (see F narrative F0001 for additional information). Any additional work that exceeds the scope of effort outlined herein, in terms of proposed hours, materials and travel costs, shall be subject to further negotiation as required by the Changes Clause found in the contractors basic contract.

C.16 CONTRACTING OFFICERS REPRESENTATIVE (COR): The COR for this task order is, xxxxxxxxxxxx DSN xxxxxxxxxxxxxx. The COR is subject to change at any time upon written notice from the PCO.

C.17 QUALITY ASSURANCE/QUALITY CONTROL.

C.17.1 Quality System/Program. The Contractor shall develop, implement, and maintain a quality system acceptable to the Government for all supplies and services to be provided under this contract. The quality system shall, as a minimum, meet the requirements of ANSI/ISO/ASQ Q9001:2000 Quality Management System Requirements, or an equivalent standard acceptable to the Government. Government approval of the Quality System is not required, if at the time of contract award, the Contractor is registered to this standard by an accredited third party auditing firm or certification body. The Contractors Quality System requirements shall apply at the place of execution, fabrication, in-process and final assembly. The quality system shall address all software and hardware contractual requirements. The quality system and manual shall follow the guidelines in ISO10013:1995, Guidelines for Developing Quality Manuals or an equivalent document. The Quality Assurance Manual and procedures shall be made available to the Government for review upon request.

C.17.2 In-Process Inspection: The Contractor shall identify and establish in-process inspection points and document inspections where the absence of such inspections could adversely affect component or system quality. These inspections shall evaluate the conformance of materials, welding, workmanship and processes to contractual, drawing and performance specification requirements. The Contractor shall collect and analyze data to assure the Government Representative of statistical process capability. The Government reserves the right to either witness or conduct its own in-process inspections.

C.17.3 Final Inspection Record (FIR). The Contractor shall prepare and maintain an end item FIR for vehicles delivered, to include a listing of all scheduled and unscheduled maintenance actions completed. The FIR shall incorporate the IMAD document. The FIR shall list each characteristic and function inspected to verify the contractor has performed the maintenance and repair actions as required by the Government approved IMAD. The FIR shall be in the Contractor Format, however at a minimum, the FIR shall have blocks for the contractor inspector's initials indicating that each vehicle maintenance action was inspected and either accepted or rejected, and another block for re-inspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the contractor rendering approval. A sheet to record deficiencies and corrective actions shall be attached as the last sheet of the FIR. IAW CDRL A005 the FIR shall be provided to the Government and shall be subject to Government review and comment. Upon Government approval, any subsequent changes to the FIR shall be approved by the PCO.

C.17.3.1 If the Contractor determines that the FIR is not appropriate for final inspection of the end item for any reason, the contractor must obtain written approval from the Government prior to employing any other form for this purpose.

C.17.4 FINAL INSPECTION.

Upon completion of all Scheduled Maintenance and Repair actions required under the firm fixed price CLINs and all authorized unscheduled maintenance and repair actions under the T&M CLINs, the contractor shall demonstrate the vehicle is in accordance with the Government approved Final Inspection Record (FIR)(see C.17.3 for FIR requirements) for that vehicle, including demonstrating that all scheduled and unscheduled Maintenance & Repair actions annotated on the IMAD were performed as authorized.

C.17.4.1 If the vehicle successfully demonstrates full FIR performance the vehicle shall be finally accepted and a DD250 or WAWF with the IMAD attached shall be approved by the QAR.

C.17.4.2 If full FIR performance is not achieved by the vehicle, the contractor shall, within the firm fixed price, investigate and determine the cause of the shortcomings. If the performance shortcoming is caused by a workmanship or contractor furnished material failure on Maintenance and Repair actions that the contractor performed, regardless of whether the work was performed under the FFP or T&M portions of the contract, the contractor shall provide at no additional cost to the Government all labor needed to remedy such shortcoming and demonstrate full FIR performance.

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C.17.4.3 If full FIR performance is not achieved, but there is no workmanship or contractor furnished material failure in any of the Maintenance and Repair actions attributable to the contractor under the FFP or T&M CLINs, then the contractor shall be considered to have met its performance requirement under the contract, and is entitled to full payment for the fixed price work performed. The Government may authorize additional T&M effort to bring the vehicle up to full FIR performance levels.

C.17.5 Inspection Equipment. Except as otherwise expressly provided for under this contract, the Contractor is responsible for the supply, care, calibration and maintenance of all inspection and test equipment necessary to assure that end item components conform to contract requirements.

C.17.5.1 The Contractor shall calibrate all inspection and test equipment used for inspection, testing, and acceptance testing in accordance with the requirements in ANSI/ISO/ASQ 9001:2000 and in conformance with the guidance in ISO10012-1 and -2, Quality Assurance Requirements for Measuring Equipment.

C.17.5.1.1 The Contractor shall make inspection equipment available to the Government Inspector during Government in-process or end item inspection. Upon completion of the inspection by the Government Inspector, all inspection equipment shall be returned to the Contractor.

C.17.6 Inspection Records. Inspection records of the examinations and tests (either in-process or end item) performed by the Contractor shall be kept complete and available to the Government for a period of 6 months following completion of the contract.

C.17.7 The Contractor shall establish and maintain a complete Quality Control Plan IAW CDRL A003 to ensure requirements of the contract are provided as specified above. One copy of the contractor's draft Quality Control Plan shall be provided to the contracting officer; not later than the Start of Work meeting. An updated copy must be provided to the ACO and contracting officer on the performance start date and as changes occur throughout the duration of the contract.

C.17.8. The Quality Control Plan shall describe the methods for identifying and preventing defects before the level of performance becomes unacceptable regarding the process of inspecting and refurbishing the equipment.

C.17.9. The Government will evaluate the Contractor's performance under this contract using the method of surveillance utilizing random sampling of completed vehicles The Government will record all surveillance observations of the Contractor. When the Government observes defective performance, the QAR will obtain the Contractor's representatives' initials on the record of observation.

The QAR will inspect and verify that all services and maintenance performed meet Government standards prior to accepting vehicles.

C.18 START OF WORK MEETING. A start of work meeting shall be held at U.S. Army TACOM-LCMC within 15 days of contract award. The actual date will be coordinated between the contractor and the PCO. The contractor shall provide written minutes of these meetings IAW CDRL A004, which must be signed by the contractor's manager and Government Representative.

C.18.1 The Government reserves the right to hold a start of work meeting at the Contractors refurbishment facility. The actual date will be coordinated between the contractor and the Government. The contractor shall provide written minutes of these meetings IAW CDRL A004, which must be signed by the contractor's manager and the Government.

C.18.2 In addition to the Start of Work Meeting, the Contractor shall perform a dry run walk thru to the Government to demonstrate an understanding of the TPER process. This shall take place no later no later that 50 days after contract award at the Contractors site in Kuwait using a Government provided vehicle. The dry run shall include:

- A demonstration of the process by which the contractor will complete the Points Checklist in conjunction with Government personnel
- A demonstration and walk thru of the Contractor preparing an IMAD to include sample entries completed IAW paragraph C.5.
- A demonstration and walk thru of a completed FIR.
- A run of the Road Test on the proposed course.
- A completed request with supporting documentation for procurement of two sample items (assume not currently available in the Government supply system) und the provisions of Local Purchase (see paragraph C.11.1.

C.19 PERFORMANCE EVALUATION MEETINGS. At the QARs discretion the contractor shall meet to discuss various performance issues. Meetings will be scheduled as needed and can be accomplished through a Video Telephone Conference (VTC). The contractor may request meetings whenever a Contract Discrepancy Report is issued. The contractor shall provide written minutes of these meetings IAW CDRL A004, which must be signed by the contractor's manager and COTR.

C.20 REPORTS. The contractor shall electronically submit the following reports, in Contractor format, in accordance with the referenced CDRLs:

C.20.1 FINAL INSPECTION REPORT. The contractor shall extract from the available technical documentation the levels of performance each vehicle shall demonstrate in order to be certified as meeting 10 and 20 standards. These performance levels shall be compiled into a Draft FIR to be used to demonstrate the refurbished vehicles performance and shall be submitted to the Government for review 30 days

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after contract award IAW CDRL A005.

C.20.2.1 Production Report (Weekly). The contractor shall provide a report detailing the total number of vehicles available by model for refurbishment, assets inducted into the refurbishment program, and the number of assets completed during the week by vehicle model. (CDRL A007)

C.20.2.2 Locally Purchased Parts Report (Monthly). The contractor shall provide a report by NSN to include a list of all parts that were purchased outside the Government supply system. The report shall include the NSN, serial number, and model number of the vehicle they were used on. (CDRL A008)

C.20.2.3 PARTS FORECAST: Beginning 90 days after contract award, and continuing every 90 days thereafter, the contractor shall provide to the Contract Specialist, a forecasted list of parts that the contractors plans on ordering within the next 90 days. This forecast is designed to help maintain adequate stockage levels in the Government Supply system. The parts forecast shall be in contractor format but should include the NSNs, and quantities of the parts forecasted.

C.21 DEFINITIONS. RESERVED

C.22 GOVERNMENT FURNISHED MATERIAL, PROPERTY, AND SERVICES. RESERVED

C.23. CONTRACTOR FURNISHED ITEMS AND SERVICES. RESERVED

C.24 GENERAL SOW REQUIREMENTS. Except for those items specifically stated to be Government furnished in this solicitation, the Contractor shall furnish everything required to perform this contract. The contractor shall provide every thing else needed to accomplish the requirements listed in this SOW and related reference material associated with the vehicles being refurbished with the exception of the parts requisitioned by means of Standard Army Management Information Systems (STAMIS). The contractor is responsible for all costs to perform the effort with the exception of the hardware costs of replacement parts, which will be ordered by the Contractor, but will be provided as Government Furnished Material. This includes the contractor providing all equipment, tools, miscellaneous materials, and computers, necessary to accomplish the services and repairs as needed. This will also include overhead lift capability, forklifts, welding equipment, servicing equipment, air compressors, and other equipment required to perform this contract. In addition, the contractor will provide personal protection equipment (PPE) and items for personnel safety, i.e. safety shoes, coveralls, and hearing protection IAW standard OSHA and theater requirements.

\*\*\* END OF NARRATIVE C 0001 \*\*\*

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| C-1 | 52.237-4000<br>(TACOM) | CONTRACTOR MANPOWER REPORTING (CMR) | FEB/2007    |

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);

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(9) Estimated data collection cost;

(10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);

(11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);

(12) Presence of deployment or contingency contract language; and

(13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

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SECTION D - PACKAGING AND MARKING

All packaging requirements shall be found in Section C of this solicitation.

\*\*\* END OF NARRATIVE D 0001 \*\*\*

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
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| D-1 | 252.211-7003           | ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005) | JUN/2005    |

NOTE: Paragraph (a) comes after paragraphs (b) through (d) below. It was placed there because it's content is inconsequential as none of the definitions contained therein are used in this Alternate I version of this DFARS clause.

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(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.

(d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit

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cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html)

[End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE  
Additional quality, inspection, and acceptance criteria can be found in Section C of this solicitation.

\*\*\* END OF NARRATIVE E 0001 \*\*\*

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIES--FIXED-PRICE                                      | AUG/1996    |
| E-2 | 52.246-6               | INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR -- ALTERNATE I (APR 1984) | MAY/2001    |
| E-3 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES  | APR/1984    |
| E-4 | 52.211-4029<br>(TACOM) | INTERCHANGEABILITY OF COMPONENTS   | MAY/1994    |

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

|     |                        |                                      |          |
|-----|------------------------|--------------------------------------|----------|
| E-5 | 52.242-4008<br>(TACOM) | ROUTING OF SPECIAL PROCESS APPROVALS | DEC/2005 |
|-----|------------------------|--------------------------------------|----------|

(a) The Technical Data Package for this contract contains one or more of the following specifications:

|                   |  |
|-------------------|--|
| MIL-DTL-16232     | Phosphate Coating, Heavy, Manganese or Zinc Base   |
| TT-C-490          | Chemical Conversion Coatings and Pretreatment for Ferrous Surfaces (Base for Organic Coatings) |
| MIL-W-12332       | Welding Resistance, Spot: Weldable Aluminum Alloys   |
| MIL-W-45210       | Welding Resistance, Spot: Weldable Aluminum Alloys   |
| *Drawing 12479550 | Ground Combat Vehicle Welding Code - Steel   |
| *Drawing 12472301 | Ground Combat Vehicle Welding Code - Aluminum  |

\* If these drawings are not available with your procurement package, you are referred to the TACOM Procurement Network for access to the documents at the following website address: [http://contracting.tacom.army.mil/engr/gcv\\_weldingcodes.htm](http://contracting.tacom.army.mil/engr/gcv_weldingcodes.htm)

(b) The specifications listed in paragraph 1 may require you to get approval from the Government prior to production for one or more special processes involved in producing the item. The following shall apply, unless stated elsewhere in the contract:

- (1) You shall prepare the written procedures as the specification requires.
- (2) Procedures requiring Government approval shall be routed to the Administrative Contracting Officer (ACO) for review and approval. If the ACO is unable to perform a review, the ACO shall forward the procedure to the Procuring Contracting Officer (PCO) for assistance in the review and approval process. The correct address for the PCO is on the face page of this contract.
- (3) You shall cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

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(4) The DCMA will provide a copy of their approval/rejection notices to the PCO.

(5) DCMA is required to qualify the processes of the major coating subcontractors used by the prime contractors.

[End of Clause]

E-6                      52.246-4019                      VISUAL INSPECTION CRITERIA FOR WELDMENTS                      DEC/2005  
(TACOM)

(a) Application: Ground Combat Vehicle Welding Code - Steel, Drawing Number 12479550. For this procurement, this weld code supercedes the following welding codes: MIL-STD 248, MIL-STD-2219, and ANSI/AWS D1.1.

(b) Application: Ground Combat Vehicle Welding Code - Aluminum, Drawing Number 12472301. For this procurement, this weld code supercedes the following welding codes: MIL-STD-2219, DRAWING 12309000, and ANSI/AWS D1.2.

(c) To access the following weld codes, please see the TACOM Procurement Network at [http://contracting.tacom.army.mil/engr/gcv\\_weldingcodes.htm](http://contracting.tacom.army.mil/engr/gcv_weldingcodes.htm)

Ground Combat Vehicle Welding Code    Steel, Drawing 12479550  
Ground Combat Vehicle Welding Code    Aluminum, Drawing 12472301

[End of Clause]

E-7                      52.246-4028                      INSPECTION AND ACCEPTANCE POINTS: ORIGIN                      NOV/2005  
(TACOM)

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: \_\_\_\_\_  
(Name)                      (CAGE)

\_\_\_\_\_  
(Address)                      (City)                      (State)                      (Zip)

ACCEPTANCE POINT: \_\_\_\_\_  
(Name)                      (CAGE)

\_\_\_\_\_  
(Address)                      (City)                      (State)                      (Zip)

[End of Clause]



|                           |  |                                 |
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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

Ordering Provision Variable Monthly Delivery Rates

The Contractor shall begin performance after date of award and award of the first task order. The facility shall achieve Initial Operational Capability (IOC) with the capability of accepting vehicles within 60 days after date of award of the first task order. IOC is further defined as the ability to deliver no less than 35 vehicles within 90 days after date of award with a ramp up of production between 90 days and 180 days such that the full rate required by the task order is reached by 180 days after task order award.

\*\*\* END OF NARRATIVE F 0001 \*\*\*

Task Orders will be unilaterally awarded, establishing the number of vehicles to be re-furbished and the required delivery date, with the applicable range price for each vehicle based on the monthly delivery rate.

The PCO shall be notified in writing, when the contractor anticipates, but no less than 30 days of any impact to ongoing production operations, that the Armys delivery of the number of candidate vehicles to be inducted will result in the contractor not being able to deliver the corresponding refurbished vehicle number as required by any task order.

In no event shall the contractor be required to deliver a quantity of vehicles or any type greater than the quantity authorized by a task order.

It is recognized that the contractors ability to perform, in terms of delivering the number of vehicles as required by the task order is impacted by the quantity of the seed vehicles candidates provided by the Army for refurbishment.

FOB POINT IS DESTINATION CAMP ARIFIJAN

\*\*\* END OF NARRATIVE F 0002 \*\*\*

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.211-17              | DELIVERY OF EXCESS QUANTITIES                              | SEP/1989    |
| F-2 | 52.242-15              | STOP-WORK ORDER  | AUG/1989    |
| F-3 | 52.242-17              | GOVERNMENT DELAY OF WORK                                   | APR/1984    |
| F-4 | 52.247-34              | F.O.B. DESTINATION   | NOV/1991    |
| F-5 | 52.247-48              | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT                   | FEB/1999    |
| F-6 | 52.247-55              | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY | JUN/2003    |
| F-7 | 52.211-16              | VARIATION IN QUANTITY                                      | APR/1984    |

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and

ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACT QUANTITY.

[End of Clause]

|     |                        |                                       |          |
|-----|------------------------|---------------------------------------|----------|
| F-8 | 52.242-4457<br>(TACOM) | DELIVERY SCHEDULE FOR DELIVERY ORDERS | SEP/2006 |
|-----|------------------------|---------------------------------------|----------|

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) For the Initial Task Order the contractor shall start deliveries 90 days after the delivery order date. For subsequent Task

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Orders, deliveries shall start 60 days after issuance of Task Order (or later if specified in the order) and continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of 35 units every 30 days;

(ii) You'll deliver a maximum of 180 units every 30 days

(iii) With prior approval of the Contracting Officer you can deliver more than the maximum number of units every thirty days: at no additional cost to the government.

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, or a maximum quantity less than what is requested in Paragraph (a)(1)(ii) above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES \_\_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START \_\_\_\_\_ DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

[End of Clause]

F-9                      52.247-4009                      DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY                      AUG/2003  
(TACOM)

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(2) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

(3) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(4) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

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| <b>Name of Offeror or Contractor:</b> |   |                                 |

[End of Clause]

|                                       |  |                                 |
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| <b>Name of Offeror or Contractor:</b> |  |                                 |

SECTION G - CONTRACT ADMINISTRATION DATA

|     | <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|-----|------------------------|---|-------------|
| G-1 | 252.232-7003           | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS | JAN/2004    |
| G-2 | 252.201-7000           | CONTRACTING OFFICER'S REPRESENTATIVE      | DEC/1991    |

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

|     |              |                      |          |
|-----|--------------|----------------------|----------|
| G-3 | 252.204-7006 | BILLING INSTRUCTIONS | OCT/2005 |
|-----|--------------|----------------------|----------|

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

|                           |  |                                 |
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| H-1  | 252.204-7000           | DISCLOSURE OF INFORMATION  | DEC/1991    |
| H-2  | 252.205-7000           | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS  | DEC/1991    |
| H-3  | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS   | APR/2003    |
| H-4  | 252.225-7005           | IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES  | JUN/2005    |
| H-5  | 252.225-7006           | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES   | APR/2005    |
| H-6  | 252.225-7013           | DUTY-FREE ENTRY  | JUN/2005    |
| H-7  | 252.225-7021           | TRADE AGREEMENTS   | FEB/2006    |
| H-8  | 252.225-7033           | WAIVER OF UNITED KINGDOM LEVIES  | APR/2003    |
| H-9  | 252.225-7043           | ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (See DFARS 225.7401(b) for paragraph C fill-in.) | MAR/2006    |
| H-10 | 252.226-7001           | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS                      | SEP/2004    |
| H-11 | 252.228-7003           | CAPTURE AND DETENTION  | DEC/1991    |
| H-12 | 252.231-7000           | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991    |
| H-13 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT   | MAR/2003    |
| H-14 | 252.225-7040           | CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES (Deviation per OSD memo 25 Jan 2007))                         | JUN/2006    |

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Theater of operations means an area defined by the combatant commander for the conduct or support of specific operations.

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

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(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.

(4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data, including departure data, for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to <http://www.dod.mil/bta/products/spot.html> ).

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

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(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(3) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

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(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or exercises designated by the Combatant Commander.

[End of Clause]

|  |             |  |          |
|--|-------------|--|----------|
| H-15   | 52.204-4005 | REQUIRED USE OF ELECTRONIC CONTRACTING | SEP/2004 |
| <p>(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <a href="http://farsite.hill.af.mil/">http://farsite.hill.af.mil/</a></p>   |             |  |          |
| <p>(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <a href="http://www.ccr.gov/">http://www.ccr.gov/</a> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)</p>   |             |  |          |
| <p>(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:</p> <p>Warren: <a href="http://contracting.tacom.army.mil/awd.htm">http://contracting.tacom.army.mil/awd.htm</a><br/> Rock Island: <a href="https://aaais.ria.army.mil/AAIS/AWDINFO/index.htm">https://aaais.ria.army.mil/AAIS/AWDINFO/index.htm</a><br/> Picatinny: <a href="http://procnnet.pica.army.mil/dbi/DynCBD/award.cfm">http://procnnet.pica.army.mil/dbi/DynCBD/award.cfm</a><br/> Red River Army Depot: <a href="http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm">http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm</a><br/> Anniston Army Depot: <a href="http://www.anadprocnnet.army.mil/">http://www.anadprocnnet.army.mil/</a></p> |             |  |          |
| <p>(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.</p>   |             |  |          |
| <p>(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".</p>   |             |  |          |
| <p>(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <a href="http://www.acq.osd.mil/dpap/ebiz/VANs.htm">http://www.acq.osd.mil/dpap/ebiz/VANs.htm</a> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.</p>   |             |  |          |
| <p>(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a></p>  |             |  |          |
| <p>(f) Additional information can be obtained by sending a message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a> or by calling (586) 574-7059.</p> <p>[End of Clause]</p>   |             |  |          |

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| H-16  | 52.225-4040<br>(TACOM) | ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED CONTRACTORS | JUN/2005 |
| (a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for |                        |  |          |



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definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:

- (1) Upon initial entry into the Theatre of Operations;
- (2) Upon initiation of contract performance;
- (3) Upon relocation of contract performance within the Theatre of Operations; and
- (4) Upon exiting the Theatre of Operations.

[End of Clause]

H-17      52.245-4000      ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS      MAY/2001  
(TACOM)

The contractor shall, upon receipt of any items specified for overhaul, maintenance or repair, send the following information by email to:

commrepro@tacom.army.mil

This information will account for Government assets during transit and while in the possession of the contractor until they are returned and received by the Government or its representative.

(1) Upon receipt of Government assets, notification must be provided within 5 business days detailing the NSN, document number, quantity, and date of receipt for assets sent to the contractor in support of an overhaul/maintenance/repair program.

(2) A weekly report must be submitted showing how many assets were repaired, how many were scrapped and how many were shipped back to the Government under the overhaul/maintenance/repair program.

(3) All shipping documentation accompanying repaired assets returned to the Government must have the following statement annotated in the remarks portion of the shipping document: "RETURN FROM REPAIR, MARK FOR: (the document number under which the assets were received at the contractor location)." NOTE: The quantity shipped under each document number must not exceed the quantity received under that same document number.

[End of Clause]

H-18      52.246-4026      LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS      SEP/2006  
(TACOM)

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is

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requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

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SECTION I - CONTRACT CLAUSES

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1  | 52.202-1               | DEFINITIONS  | JUL/2004    |
| I-2  | 52.203-3               | GRATUITIES   | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES   | APR/1984    |
| I-4  | 52.203-6               | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | SEP/2006    |
| I-5  | 52.203-7               | ANTI-KICKBACK PROCEDURES   | JUL/1995    |
| I-6  | 52.203-8               | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| I-7  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| I-8  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | SEP/2005    |
| I-9  | 52.204-4               | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER  | AUG/2000    |
| I-10 | 52.204-9               | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL   | NOV/2006    |
| I-11 | 52.208-9               | CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES  | JUL/2004    |
| I-12 | 52.209-6               | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT   | SEP/2006    |
| I-13 | 52.211-5               | MATERIAL REQUIREMENTS  | AUG/2000    |
| I-14 | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | SEP/1990    |
| I-15 | 52.215-2               | AUDIT AND RECORDS - NEGOTIATIONS   | JUN/1999    |
| I-16 | 52.215-8               | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT   | OCT/1997    |
| I-17 | 52.215-11              | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS  | OCT/1997    |
| I-18 | 52.215-13              | SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS  | OCT/1997    |
| I-19 | 52.222-1               | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   | FEB/1997    |
| I-20 | 52.222-19              | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES   | JAN/2006    |
| I-21 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999    |
| I-22 | 52.222-26              | EQUAL OPPORTUNITY  | APR/2002    |
| I-23 | 52.222-35              | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS  | SEP/2006    |
| I-24 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | JUN/1998    |
| I-25 | 52.222-37              | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS  | SEP/2006    |
| I-26 | 52.222-50              | COMBATING TRAFFICING IN PERSONS  | APR/2006    |
| I-27 | 52.223-3               | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA   | JAN/1997    |
| I-28 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | FEB/2006    |
| I-29 | 52.225-14              | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT  | FEB/2000    |
| I-30 | 52.227-3               | PATENT INDEMNITY   | APR/1984    |
| I-31 | 52.228-3               | WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)   | APR/1984    |
| I-32 | 52.228-4               | WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS  | APR/1984    |
| I-33 | 52.229-6               | TAXES--FOREIGN FIXED-PRICE CONTRACTS   | JAN/1991    |
| I-34 | 52.232-1               | PAYMENTS   | APR/1984    |
| I-35 | 52.232-7               | PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (Note: Substitute the Alternate A paragraph a(2) at DFARS 252.232-7006 for paragraph a(2) of the clause at 52.232-7.) | AUG/2005    |
| I-36 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT   | FEB/2002    |
| I-37 | 52.232-9               | LIMITATION ON WITHHOLDING OF PAYMENTS  | APR/1984    |
| I-38 | 52.232-11              | EXTRAS   | APR/1984    |
| I-39 | 52.232-16              | PROGRESS PAYMENTS (Alternate I dated March 2000) (This clause only applies to small businesses.)   | APR/2003    |
| I-40 | 52.232-16              | PROGRESS PAYMENTS  | APR/2003    |
| I-41 | 52.232-16              | PROGRESS PAYMENTS (Alternate III dated April 2003, does not apply to small businesses)   | APR/2003    |
| I-42 | 52.232-17              | INTEREST   | JUN/1996    |
| I-43 | 52.232-20              | LIMITATION OF COST   | APR/1984    |
| I-44 | 52.232-25              | PROMPT PAYMENT   | OCT/2003    |
| I-45 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION  | OCT/2003    |
| I-46 | 52.233-1               | DISPUTES   | JUL/2002    |
| I-47 | 52.233-3               | PROTEST AFTER AWARD  | AUG/1996    |
| I-48 | 52.233-4               | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM  | OCT/2004    |
| I-49 | 52.242-4               | CERTIFICATION OF INDIRECT COSTS  | JAN/1997    |
| I-50 | 52.242-13              | BANKRUPTCY   | JUL/1995    |
| I-51 | 52.243-1               | CHANGES--FIXED-PRICE   | AUG/1987    |
| I-52 | 52.243-3               | CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS   | SEP/2000    |
| I-53 | 52.243-6               | CHANGE ORDER ACCOUNTING  | APR/1984    |
| I-54 | 52.243-7               | NOTIFICATION OF CHANGES  | APR/1984    |

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| I-55 | 52.244-2               | SUBCONTRACTS   | AUG/1998    |
| I-56 | 52.244-5               | COMPETITION IN SUBCONTRACTING  | DEC/1996    |
| I-57 | 52.245-2               | GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)  | MAY/2004    |
| I-58 | 52.245-5               | GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)   | MAY/2004    |
| I-59 | 52.245-9               | USE AND CHARGES  | AUG/2005    |
| I-60 | 52.247-63              | PREFERENCE FOR U.S.-FLAG AIR CARRIERS  | JUN/2003    |
| I-61 | 52.248-1               | VALUE ENGINEERING  | FEB/2000    |
| I-62 | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  | MAY/2004    |
| I-63 | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   | APR/1984    |
| I-64 | 52.251-1               | GOVERNMENT SUPPLY SOURCES  | APR/1984    |
| I-65 | 52.253-1               | COMPUTER GENERATED FORMS   | JAN/1991    |
| I-66 | 252.203-7001           | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES   | DEC/2004    |
| I-67 | 252.204-7003           | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992    |
| I-68 | 252.209-7004           | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 | MAR/1998    |
| I-69 | 252.211-7005           | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS   | NOV/2005    |
| I-70 | 252.215-7000           | PRICING ADJUSTMENTS  | DEC/1991    |
| I-71 | 252.225-7031           | SECONDARY ARAB BOYCOTT OF ISRAEL   | JUN/2005    |
| I-72 | 252.225-7041           | CORRESPONDENCE IN ENGLISH  | JUN/1997    |
| I-73 | 252.225-7042           | AUTHORIZATION TO PERFORM   | APR/2003    |
| I-74 | 252.229-7000           | INVOICES EXCLUSIVE OF TAXES OR DUTIES  | JUN/1997    |
| I-75 | 252.232-7004           | DOD PROGRESS PAYMENT RATES   | OCT/2001    |
| I-76 | 252.232-7008           | ASSIGNMENT OF CLAIMS (OVERSEAS)  | JUN/1997    |
| I-77 | 252.232-7010           | LEVIES ON CONTRACT PAYMENTS  | SEP/2005    |
| I-78 | 252.233-7001           | CHOICES OF LAW (OVERSEAS)  | JUN/1997    |
| I-79 | 252.242-7004           | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM  | NOV/2005    |
| I-80 | 252.243-7001           | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991    |
| I-81 | 252.243-7002           | REQUESTS FOR EQUITABLE ADJUSTMENT  | MAR/1998    |
| I-82 | 252.244-7000           | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)  | NOV/2005    |
| I-83 | 252.245-7001           | REPORTS OF GOVERNMENT PROPERTY   | MAY/1994    |
| I-84 | 52.216-18              | ORDERING   | OCT/1995    |

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through the end of month 58 of the contract.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

|      |           |                   |          |
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| I-85 | 52.216-19 | ORDER LIMITATIONS | OCT/1995 |
|------|-----------|-------------------|----------|

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum monthly delivery rate of 35 firm fixed vehicles per month, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 2,160.

(2) Any order for a combination of items in excess of 10,005; or

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(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

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| I-86 | 52.216-22 | INDEFINITE QUANTITY | OCT/1995 |
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(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five years after contract award.

[End of Clause]

|      |          |                                 |          |
|------|----------|---------------------------------|----------|
| I-87 | 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | JUL/2006 |
|------|----------|---------------------------------|----------|

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

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(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

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(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.  
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-88      52.222-39      NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES      DEC/2004

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov> .

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(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-89

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:



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WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-90      52.244-6      SUBCONTRACTS FOR COMMERCIAL ITEMS      SEP/2006

(a) Definitions. As used in this clause--

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-91      52.246-4      INSPECTION OF SERVICES--FIXED PRICE      AUG/1996

(a) Definitions. Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall

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furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

[End of Clause]

I-92                    52.252-6                    AUTHORIZED DEVIATIONS IN CLAUSES                    APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-93                    252.223-7001                    HAZARD WARNING LABELS                    DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

|   |            |
|---|------------|
| <u>MATERIAL (If None, Insert None.)</u> | <u>ACT</u> |
| <hr/>                                   | <hr/>      |
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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

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[End of Clause]

I-94      252.247-7023      TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002)      MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

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(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

I-95      52.204-4009      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION      MAR/2005  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

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(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-96                      52.219-4070                      PILOT MENTOR-PROTEGE PROGRAM                      APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

I-97                      52.239-4000                      PROCESSING SENSITIVE AND HIGHLY SENSITIVE DATA                      JUN/1988  
(TACOM)

(a) Definitions.

(1) FOR OFFICIAL USE ONLY (FOUO): Applies only to unclassified information, records, and other material which have been determined to require protection from disclosure to the general public, and which for a significant reason should not be given general circulation.

(2) Automatic Data Processing (ADP) assigned sensitivity levels apply to the facility or individual computer equipment and are based on the sensitivity of the information processed. The sensitivity levels are as follows.

(i) HIGHLY SENSITIVE: Applicable to any facility or computer that processes Privacy Act and For Official Use Only (FOUO) information.

(ii) SENSITIVE: Applicable to any facility or computer that processes data relating to asset or resource, proprietary or contractual information.

(3) FACILITY SECURITY PROFILE: Describes the physical facility, equipment components, their locations and relationships, general operating information, and other characteristics relevant to the security of the facility and its operations.

(4) RISK MANAGEMENT ASSESSMENT: A written assessment by Contractor personnel in effect to achieve safeguards against deliberate unauthorized manipulation, use or disclosure of information.

(5) ACCREDITATION: A Government process which uses the risk management assessment to determine that highly sensitive and sensitive information can be processed within the bounds of acceptable risk. An Accreditation Package is assembled by the Contractor and contains the Facility Security Profile, appointment letters for the Automatic Data Processing System Security Officer (ADPSSO) and the Terminal Area Security Officer (TASO), the Risk Management Program Automation Risk Analysis Survey, the Continuity of Operations

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Plan, the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) for use with privately owned computers (if required).

(6) AUTOMATIC DATA PROCESSING SYSTEM SECURITY OFFICER (ADPSSO): Contractor appointed representative for each ADP system, project, activity, or site whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.

(7) TERMINAL AREA SECURITY OFFICER (TASO): Contractor appointed representative for each remote terminal whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.

(b) Sensitivity Levels.

(1) For this contract, the sensitivity levels are as follows.

The Facility - Highly Sensitive

Sensitive

(2) The requirements of this clause also apply to additional facilities or computers that begin to process highly sensitive or sensitive information during the term of this contract.

(c) The Contractor shall establish and maintain a Standard Practice Procedure (SPP) to describe the procedures put in place to ensure security for the equipment which contains highly sensitive or sensitive data. The purpose of the SPP is to secure the data processing system and resources according to assigned sensitivity level of the facility and the data processed according to the following requirements.

(1) Access Controls. Physical security must be provided through an in-depth application of barriers to include surveillance (human or electronic), limited access, and accountability. Only authorized persons shall be permitted entry into the computer area and supporting offices. The Contractor's SPP shall include a description of all measures the Contractor will take during the term of this contract to control access to data-processing areas by all personnel, to include custodial personnel, and all visitors to the facility.

(2) Facility Security. The Contractor ADPSSO will review the Facility Security Profile and notify the TACOM System Security Manager (ATTN: AMSTA-SC) of any discrepancies. Because of the information contained in the Profile, the Contractor will handle it as 'For Official Use Only' (FOUO). If after discussions between the ADPSSO and the TACOM System Security Manager a determination is made to change the Profile, the TACOM System Security Manager has the authority to permit the ADPSSO to make the change. The Facility Security Profile will become part of the Accreditation Package.

(3) Security of Remote Terminals. The Contractor's SPP shall include a description of the safeguards and procedures to be applied to (i) all remote terminals located in the ADP facility, and (ii) all hardcopy outputs produced by highly sensitive or sensitive systems that are covered by the terms of this contract. With respect to remote terminals, the Contractor's SPP shall also address the methodology by which such terminals will be rendered unable to access any highly sensitive or sensitive systems during nonduty hours.

(4) Personnel Security.

(i) The prospective employee will fill out a DD Form 398-2, 'Personal Security Questionnaire--National Agency Check.' After the form is completed, it will be handled as 'For Official Use Only'(FOUO). The Contractor ADPSSO will check the form for correctness and then annotate the DD Form 398-2 with the following authority: 'Memorandum, Office of the Under Secretary of Defense (Policy), Director of Security Plans and Programs, 16 Aug 82, subject: Personnel Security Investigations for Contractors.' The form will be forwarded to the TACOM System Security Manager (ATTN: AMSTA-SC) through the Government Security personnel assigned security administration on this contract.

(ii) The TACOM System Security Manager will forward the DD Form 398-2 to Defense Investigative Services (DIS) for screening. DIS will recommend selection or non-selection of the potential employee. If DIS recommends non-selection, the potential employee cannot be assigned to ADP sensitive positions which are defined by the TACOM System Security Manager. When the screening is complete, a copy will be returned to the TACOM System Security Manager and a copy forwarded to the Contractor ADP System Security Officer for retention in the employee's file.

(iii) Incumbent employees referred to in the remainder of this section is/are the Contractor's employees.

(iv) Incumbent employees must have a DD Form 398-2 on file in their personnel file. If there is not one on file, the screening process listed above must be initiated and completed within 60 days of the date of this contract.

(v) After weighing all of the pertinent factors to include those factors listed in Army Regulation 604-5, Appendix I, the Contractor is the person who is responsible to make the determination to remove an incumbent employee from ADP sensitive duties effective immediately. The Contractor ADPSSO will then counsel the individual as to the reasons for disqualification. A written

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notification will be initiated by the ADPSSO and provided to the disqualified incumbent within 10 days of removal. The notification will provide information concerning reasons for disqualification, appeal procedures, and a form statement for signature of the disqualified incumbent indicating only that the reasons for the disqualification are fully understood. The incumbent may appeal the disqualification within 20 workdays of the written notification. Appeals will be in writing to the ADPSSO and will specifically deny or explain the accusations. The TACOM System Security Manager will receive copies of the disqualification information and appeal from the ADPSSO. Within 20 working days of the receipt of the appeal, the ADPSSO will issue written response to the disqualified incumbent either accepting the appeal and reinstating the individual or sustaining the disqualification. If disqualification is sustained, a written statement will be prepared by the ADPSSO and submitted to the TACOM System Security Manager with a copy included in the employee file.

(vi) Contractor supervisors of employees assigned to highly sensitive or sensitive positions will maintain day-to-day observation of individuals. Annually, Contractor supervision will verify, in writing, that employees working for them are qualified for retention. This verification will be accomplished by review of the employee's personnel file. The verification will be included in the employee file and a copy sent to the TACOM System Security Manager.

(5) System Passwords. All systems will have a method of identifying authorized users, accomplished through the use of user identification or passwords. Passwords will be randomly generated and assigned by the ADPSSO. Passwords shall be changed annually. As well, passwords will be retired within one work day when an employee having a password retires, transfers, resigns, or is discharged. The Contractor will treat all employee passwords, including logs, registers, and data concerning them, as FOUO. The Contractor will also ensure that passwords, when entered into computer systems by employees, are suppressed from appearing on terminal display screens and hardcopy output.

(6) Audit and Evaluation. The Contractor shall develop and implement accounting and auditing systems in order to monitor and review the operation of all systems covered by this contract. Such accounting and auditing systems shall be designed to detect actual and potential abuses. These systems shall contain automated and, at the Contractor's option, supplementary manual features as needed in order to provide the coverage outlined below.

(i) **SYSTEM ACCOUNTING:** Procedures used to monitor the system security based on type of operation and degree of sensitive material handled. Examples are:

- (A) Job Accounting (ensures that programs perform only authorized functions).
- (B) Resource Accounting (provides for the use of resources).
- (C) Customer Accounting (identifies and records data requests from Government and Contractor employees).

(ii) **AUDIT TRAIL:** Describes manual and automated rosters and logs. Examples are:

- (A) System User Roster (lists personnel authorized access to the system).
- (B) Visitor Log (lists escorted visitors).
- (C) Support Access Log (lists personnel who need to enter the computer area but do not need to be escorted, i.e. maintenance personnel appropriately cleared through the ADPSSO to perform necessary functions).

(iii) **INTERNAL AUDITS:** Initiates checks to computer access and interaction of the system. Examples are:

- (A) System Access Log (identifies entry to the system with name, data and time).
- (B) File Usage Log (lists opening and closing files).
- (C) Transmission Log (identifies terminal receiving requests and files).
- (D) Storage Log (records memory assigned).
- (E) Suspected Violation Log (records type of violations with date, time and terminal number).

(7) Contingency Planning.

(i) The Contractor will develop a Continuity of Operations Plan to ensure the availability of copies of files, documentation, and materials essential for recovery of operations under emergency or extraordinary conditions. Copies of files (software) will be designated as backup files. Backup files will be generated daily by Contractor personnel and placed in secure storage provided by the Contractor accessible by a minimum of two authorized Contractor personnel. Authorized Contractor personnel will maintain the backup files for 30 days at which time data which is no longer necessary will be eliminated. The following are examples of

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subplans which must be reflected in the Contractor's Continuity of Operations Plan.

(A) Plans which will lessen the adverse effects of the emergency or extraordinary condition such as  
(i) a major fire in the computer room, (ii) a complete power failure in the middle of daily processing, (iii) a wholesale equipment failure, (iv) a major breach of security, or (v) entry into a state of mobilization by the U.S. Government.

(B) Actions to be taken immediately after the emergency or extraordinary condition.

(C) Plans necessary to recover and return to normal operations.

(ii) The Continuity of Operations Plan will become part of the Accreditation Package.

(8) Risk Management Assessment. Risk management assessment will be conducted on all automated systems regardless of sensitivity designation. The Risk Management Program Automation Risk Analysis Survey will be filled in by the ADPSSO and submitted to the TACOM System Security Manager (ATTN: AMSTA-SC). The completed survey must be submitted to the TACOM System Security Manager by the ADPSSO (i) 30 days after the start of the contract, (ii) when new hardware, a new operating system, or a change in physical structure of the facility is activated, (iii) when no record of prior risk analysis exists, or (iv) every three years, whichever applies. The information in the survey will be designated FOUO. The Risk Management Assessment will become part of the Accreditation Package.

(9) Accreditation Process. The accreditation process will be accomplished by the TACOM System Security Manager (ATTN: AMSTA-SC). The process will review the operations and verify that information can be processed as required by the level of sensitivity and analyze the effect compromise would have on the information contained in the system. The documents used to do the accreditation are (i) the Facility Security Profile, (ii) the appointment letter for the ADPSSO, (iii) the appointment letter for the TASO (if appropriate), (iv) the Risk Management Program Automation Risk Analysis Survey, (v) the Continuity of Operations Plan, (vi) the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) concerning the use of personal computers, if necessary. The accreditation process will take place as (i) initial accreditation when the contract is awarded, (ii) reaccreditation for replacement of a major system, increase in sensitivity, breach of security, or significant physical change, or (iii) accreditation review every two years to include a physical inspection, reevaluation of current sensitivity level, and effectiveness of the current accreditation plan. An accreditation statement will be issued through the TACOM System Security Manager within 30 days of the completion of the appropriate accreditation process.

(10) Security Incidents.

(i) Suspected or actual security violations will be initially reported to the Contractor's ADPSSO who in turn will report it, in writing, to the TACOM System Security Manager (ATTN: AMSTA-SC) within five work days. Examples of violations to be reported are:

(A) Unexplainable output received at a terminal.

(B) Abnormal system response.

(C) Inconsistent or incomplete security marking.

(D) Unattended terminal device signed on.

(E) Unsuccessful attempts to log on from remote terminals.

(F) Extraneous data on computer print outs.

(ii) In cases of suspected or confirmed security violations, information included in the initial report will be (i) location, (ii) system concerned, and (iii) description of the violation. Within two months, the Contractor ADPSSO will submit, in writing, a final report on the violation to the TACOM System Security Manager. The final report will include a determination whether the breach was actual or illusory and a summary of corrective action taken to preclude recurrence.

(11) Automation Security Training.

(i) The ADPSSO will conduct ADP security training for all personnel initially, upon assignment to the Data Processing Activity. The briefing will stress individual's security responsibilities and will be tailored to the assigned duties and oriented toward the local security environment. Automation personnel will also participate in an annual security education program conducted by the ADPSSO which pertains to their responsibilities.

(ii) Upon termination or separation of 60 days or more, the Contractor personnel will be (i) debriefed, (ii) return all materials related to their position, and (iii) sign a Security Termination Statement. This statement will include such information indicating the terminated/separated employee will:



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- (A) Read and understand the Espionage Act, other criminal statutes, and Army and local regulations concerning disclosure of highly sensitive or sensitive material upon termination or separation.
- (B) No longer possess ADP programs written for Army operations or Contractor provided information for ADP programs.
- (C) Will not communicate or transmit proprietary information to any unauthorized person or agency.
- (D) Will report to the TACOM System Security Manager (ATTN: AMSTA-SC) any unauthorized attempt to solicit classified or proprietary information concerning the position held when employed by the Contractor.

(iii) The Security Termination statement will be retained in the terminated/separated employee's file.

(12) Appointment of Automation Security Officers. An ADPSSO will be appointed by a letter written by the Contractor at each computer site. A TASO will be appointed by a letter written by the Contractor at each remote terminal site. These individuals will ensure that guidance contained here is implemented. The letters will become part of the Accreditation Package.

(13) Privately Owned Computers. Use of privately owned computers is prohibited without the written consent of the TACOM System Security Manager (ATTN: AMSTA-SC). A Memorandum of Understanding (MOU) will be attached to the accreditation statement. The MOU will be between the TACOM System Security Manager and the owner of the personal computer. Only unclassified information can be processed under the contract on the personal computer, and information becomes the property of the U.S. Government. When an MOU is written, it will become part of the Accreditation Package.

[End of Clause]

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| SECTION J - LIST OF ATTACHMENTS |  |
| Exhibit A                       | CDRL A001 Inspection Maintenance Authorized Report (IMAD)  |
| Exhibit B                       | CDRL A002 IMAD Summary Report  |
| Exhibit C                       | CDRL A003 Quality Control Plan (QCP)   |
| Exhibit D                       | CDRL A004 Meeting Minutes  |
| Exhibit E                       | CDRL A005 Final Inspection Report  |
| Exhibit F                       | CDRL A006 Supply Data Report   |
| Exhibit G                       | CDRL A007 Production Report  |
| Exhibit H                       | CDRL A008 Report   |
| Attachment 001                  | ATTACHMENT 001 Mix of Candidate Vehicles   |
| Attachment 002                  | ATTACHMENT 002 Instructions for Enhancements and Upgrades  |
| Attachment 003                  | ATTACHMENT 003 Publications and Forms  |
| Attachment 004                  | ATTACHMENT 004 Additional Instructions and Mandatory replacement Parts                             |
| Attachment 005                  | ATTACHMENT 005 Point System Checklist  |
| Attachment 006                  | ATTACHMENT 006 SOP on DMO Retrograde of the Unserviceable Assemblies                               |
| Attachment 007                  | ATTACHMENT 007 Unified Facilities Criteria (UFC) DoD Minimum Antiterrorism Standards for Buildings |
| Attachment 008                  | ATTACHMENT 008 Performance Approach Matrix   |
| Attachment 009                  | ATTACHMENT 009 Performance Risk Factor - Experience Subfactor Contract Reference Data Sheet        |
| Attachment 010                  | ATTACHMENT 010 Past Performance Questionnaire  |
| Attachment 011                  | ATTACHMENT 011 LTV TPER Evaluation   |
| Attachment 012                  | ATTACHMENT 012 Frag 1, 2, and 5 Modification Installation  |
| Attachment 013                  | ATTACHMENT 013 Frag 2 Font Wheelwell Armor Ver 2   |
| Attachment 014                  | ATTACHMENT 014 Frag 5 Install Instructions Change 3  |
| Attachment 015                  | ATTACHMENT 015 Door IED Aluminum Overlay EIR   |
| Attachment 016                  | ATTACHMENT 016 Gunner Restraint Install Instructions   |
| Attachment 017                  | ATTACHMENT 017 Fire Suppression Installation Instructions  |
| Attachment 018                  | ATTACHMENT 018 Install Instructions O-GPK-BPMTU  |
| Attachment 019a                 | ATTACHMENT 019a DLR/ORIL External SOP  |
| Attachment 019b                 | ATTACHMENT 019b Overage Recoverable Items Policy   |
| Attachment 019c                 | ATTACHMENT 019c POC Information  |
| Attachment 020                  | ATTACHMENT 020 Supply Support Activity (SSA) Guidance  |

\*\*\* END OF NARRATIVE J 0001 \*\*\*

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| K-1 | 252.209-7001           | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY | SEP/2004    |
| K-2 | 52.204-8               | ANNUAL REPRESENTATIONS AND CERTIFICATIONS                                   | JAN/2006    |

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 811198.

(2) The small business size standard is \$5,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| <u>FAR Clause</u> | <u>Title</u> | <u>Date</u> | <u>Change</u> |
|-------------------|--------------|-------------|---------------|
|-------------------|--------------|-------------|---------------|

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[End of Provision]

|     |              |  |          |
|-----|--------------|--|----------|
| K-3 | 252.209-7002 | DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT | JUN/2005 |
|-----|--------------|--|----------|

(a) Definitions

As used in this provision--

(1) Effectively owned or controlled means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) Entity controlled by a foreign government--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a

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foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) Foreign government includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) Proscribed information means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable).

Name and Address of Offeror

Description of Interest, Ownership Percentage,  
and Identification of Foreign Government

Name and Address of Entity Controlled by a Foreign Government

[End of Provision]

K-4

252.225-7020

TRADE AGREEMENTS CERTIFICATE

JAN/2005

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest exception has been granted.

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(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)

(Country of Origin)

[End of Provision]

|     |              |   |
|-----|--------------|---|
| K-5 | 252.247-7022 | REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA |
|-----|--------------|---|

AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

[ ] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[ ] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-6            52.204-4007            OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE  
(TACOM)

MAR/2001

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: <http://www.ccr.gov/>

[End of Provision]

K-7            52.215-4005            MINIMUM ACCEPTANCE PERIOD  
(TACOM)

OCT/1985

(a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

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(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

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|-----|-------------|------------------------|----------|
| K-8 | 52.215-4010 | AUTHORIZED NEGOTIATORS | JAN/1998 |
|     | (TACOM)     |                        |          |

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

| <u>NAME</u> | <u>TITLE</u> | <u>TELEPHONE NUMBER</u> |
|-------------|--------------|-------------------------|
| _____       | _____        | _____                   |
| _____       | _____        | _____                   |

[End of Provision]

|     |             |   |          |
|-----|-------------|---|----------|
| K-9 | 52.223-4002 | USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) | DEC/1993 |
|     | (TACOM)     |   |          |

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

- (1) During our review of the specification or technical data package in this solicitation, we--
- ☐ have

☐ have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

| <u>Spec/Standard</u> | <u>Required CIODS</u> | <u>Substitute Available?</u> |
|----------------------|-----------------------|------------------------------|
| <div></div>          | <div></div>           | <div></div>                  |
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- (2) Further, in our review of the specification or technical data package in this solicitation, we--
- ☐ have

☐ have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

| <u>Spec/Standard</u> | <u>Required CIODS</u> | <u>Substitute Available?</u> |
|----------------------|-----------------------|------------------------------|
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| <div></div>          | <div></div>           | <div></div>                  |

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

- One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.
- The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify

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the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

|      |             |   |          |
|------|-------------|---|----------|
| K-10 | 52.225-4003 | IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION | MAR/1990 |
|      | (TACOM)     |   |          |

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) ☐ I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$\_\_\_\_\_.

(ii) ☐ I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

| Name  | Address | Est. Value<br>Of Subcontract | Est. Total of<br>Levies Incl.<br>In Price |
|-------|---------|------------------------------|---|
| _____ | _____   | _____                        | _____                                     |
| _____ | _____   | _____                        | _____                                     |

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

|      |             |  |          |
|------|-------------|--|----------|
| K-11 | 52.245-4004 | CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY | JAN/1991 |
|      | ALT I       |  |          |

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there ☐ is  
☐ is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

☐ will  
☐ will not  
☐ may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.



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OFFERORS CHECKING IS AND WILL ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$\_\_\_\_\_ \$\_\_\_\_\_

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROPOSAL INSTRUCTIONS AND CONTENT

L.1.1 Volume I: The offeror shall submit an electronic version via Email only of their proposal as specified below. All proposal information must be in the English language. The proposal shall include a volume for each factor of the evaluation, and a volume entitled Certification & Representations for the following information:

- a. One copy of SF 33 signed by a person authorized to sign bids, quotations or proposals on behalf of the offeror.
- b. One copy of this solicitation (Sections A-K) with all fill-ins completed.

L.2 Proposal Instructions, Format and Content.

L.2.1 Proposal Format. The proposal shall be submitted in the formats and quantities set forth in this section. The solicitation section Evaluation Factors for Award sets forth evaluation criteria and their relative order of importance to the Government. All proposals shall be in English (American Standard) and shall be in US dollars. Each section of the proposal shall be separable by volume (see below) to facilitate review by the Government. Offers shall be submitted electronically to electronic mailbox offers@tacom.army.mil in the following types and quantities:

| Volume Number | Title                                   | Electronic Copies<br>(email only) |
|---------------|---|-----------------------------------|
|               | Cover Letter                            | 1                                 |
| Volume I      | SF33/Section K                          | 1                                 |
| Volume II     | Factor 1: Refurbishment Capability      | 1                                 |
| Volume III    | Factor 2: Performance Risk              | 1                                 |
| Volume IIIA   | Factor 2: Subfactor 1: Experience       | 1                                 |
| Volume IIIB   | Factor 2: Subfactor 2: Past Performance | 1                                 |
| Volume IV     | Factor 3: Price                         | 1                                 |

L.2.2 Proposal Instructions. The proposal should be accompanied by an electronic cover letter (letter of transmittal) which shall identify all enclosures being transmitted in the message. Extreme care and attention should be given to ensure that all required items are included in the proposal. Collateral material (brochures and catalogs), in the English language, are to be sent electronically as an attachment in the email message.

L.2.3 NOTICE REGARDING EMAIL PROPOSALS.

L.2.3.1. Offerors must submit the electronic copies of the offer via electronic mail to \\*HYPERLINK "mailto:offers@tacom.army.mil" offers@tacom.army.mil.

L.2.3.2. Offerors are cautioned that Email is not instantaneous; begin your electronic submission well in advance of the solicitation closing date to ensure that the entire proposal is received in time to be considered for award. If any of your emails are not received by the RFP closing deadline, pursuant to FAR 52.214-1 your proposal may be rejected as late. The offers electronic mailbox will provide a confirmation that each email submission was received. If you do not receive a confirmation for each email sent, you should re-send the submission. If you still do not receive confirmation that your submission was received, contact the PCO/Buyer.

L.2.3.3. Given the volume of data and information to be submitted by offerors in response to this solicitation, and the inherent limitations of email bandwidth, offerors will be required to submit proposals in multiple Email submissions; because of the expedited evaluation schedule, it is critical that all offerors carefully and completely identify the parts and attachments of the proposal so that the Government may quickly and easily distribute the proposal volumes.

L.2.3.4. Offerors shall identify in the email subject line the solicitation number, closing date, context, and the offerors name: example "W56HZV-07-R-0489 (LTV TPER Proposal) DUE XX-XX-07, Message 1 of 5, XYZ Company".

L.2.3.5. The proposal submission will be provided as attachments to a series of emails. The Offerors name, address and contact phone number shall be in the body of the message. In the body of each email message of the proposal the offeror shall also provide an inventory of the attachments provided, and information that accounts for each email in relation to the entire proposal. As an example, this is message 3 of a total of 6 messages comprising the proposal of XYZ Company. Attached to this email are 4 attachments; these attachments comprise parts 1 through 4 of 6 total parts of Technical Performance volume 3. Contractor format is acceptable.

L.2.3.6. Each message attachment shall be appropriately labeled so that it may easily be identified for evaluation, example Volume 4, attachment 1 of 4.

L.2.3.7. Offerors are requested to the maximum extent practical not to provide attachments from multiple volumes within messages; each message should include attachments from only one volume.

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L.2.4 Lateness. The lateness rules for submitted proposals are outlined in FAR 52.215-1 "Instructions to Offerors-Competitive Acquisition," incorporated in to this solicitation.

L.2.5 Electronic Copies. Offerors must submit electronic copies and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

- (i) Files in either Microsoft Office 2000 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
- (ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.

L.2.6 See content instructions for Volume I, Certifications & Representations. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers:

- (a) If any portion of a proposal received by the contracting officer electronically or by facsimile is unreadable; the contracting officer immediately shall notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under 15.208 <http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/15.htm>(a), provided the Offeror complies with the time and format requirements for resubmission prescribed by the contracting officer. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" as described above.
- (b) Paper Copies. Paper copies of offers will not be accepted.

L.2.7 Proposals shall conform to the requirements of this solicitation; no alternate proposals will be considered in this procurement.

L.3 Volume II Refurbishment Capability Volume. The offerors Refurbishment Capability Factor Volume shall include the following:

All Offerors shall prepare a Refurbishment Capability Factor proposal addressing (a) Manufacturing facilities, (b) Key Tooling and Equipment, (c) Refurbishment Approach and (d) Availability of Personnel. For proposal preparation and evaluation purposes, the Offeror shall prepare its proposal and provide a plan based on the contract delivery requirements in Section F.

L.3.1 Offerors are required to submit the following information in support of this Factor:

L.3.1.1 Manufacturing Facilities: Identify the proposed facility (ies) specifically intended for use in Refurbishment. Provide the dimensional size of all structures, storage areas, lots, test facilities, open areas, and shipping/receiving areas. Offeror must distinguish between existing facilities and proposed plans to obtain facilities. Provide a milestone schedule for any new facility construction or leasing, and identify the size and capacity of the new facility and any impact that the new facility construction or leasing may have on the proposed Refurbishment schedule. In the case of leasing arrangements, provide a copy of the lease document. Lastly, provide substantiating information establishing the conformance of the proposed facility location with the requirements of C.12. Location. If you plan to use subcontractor support, address the above details with regard to subcontracted effort. Offerors shall provide photographs of the proposed facilities as part of the proposal.

L.3.1.2 Key Tooling and Equipment: Identify the key tooling and equipment required and categorize the equipment and tooling in accordance with its proposed use. Offerors must distinguish between existing tooling and equipment and proposed plans to obtain tooling and equipment. Provide milestones for the operation availability of all key tooling and equipment. Address any problems that the availability of equipment may have on Refurbishment and how you will remedy that problem. If you plan to use major subcontractor support, address the above details with regard to subcontracted effort. Offerors shall provide photographs of the proposed tooling as part of the proposal.

L.3.1.3 Refurbishment Approach: Describe your proposed Refurbishment facility(ies) layout to accommodate the maximum daily Refurbishment rate to be refurbished under the contract as well as the Unscheduled Maintenance Actions required under the contract. The layout should identify the progressive physical flow of hardware within the proposed Refurbishment site(s). The progressive physical flow shall detail the flow process from the point of material receipt and storage through sub-assembly work, final assembly, prep and ship

L.3.1.4 Availability of Personnel. Discuss planning to provide for the availability of personnel to satisfy the refurbishment, given the offerors refurbishment approach as provided above. Specifically discuss the present availability of personnel (heads and skills) and, where available heads (by skill) are not available to satisfy the offerors personnel needs (as identified in the proposed response

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above, discuss in detail your plans to provide for the remaining required personnel to satisfy the delivery rates provided in Section F based upon the offerors refurbishment approach as provided in above.

L. 4 Volume III Performance Risk Factor. The Performance Risk Factor consists of two subfactors, Experience and Past Performance. Utilizing information provided by the offeror, the Government will assess relative risk as follows:

( a ) EXPERIENCE involves the Governments determination of the extent to which the offeror has, or does not have, recent and relevant performance history of work similar to the requirements of this RFP.

( b ) PAST PERFORMANCE involves the Governments determination of the extent to which the offerors performance history represents prime contract management of relevant contracts, considered with respect to quality, responsiveness and timeliness.

**L.4.1 PERFORMANCE RISK INFORMATION REQUIREMENT: PERFORMANCE APPROACH**

L.4.1.1 In support of the proposal for the Performance Risk Factor, so that the similarity of prior work to LTV TPER can be assessed, offerors are requested to submit information about the approach to performing the effort. This Performance Approach is defined as the methods to be employed in performing the SOW, including the organization proposed by the offeror to accomplish the goals and objectives of the contract. This organization includes the prime contractor as the overall manager of the effort but also is likely to include an array of subcontractors and team members who will each perform discreet elements of the work. For the specific work elements and capabilities highlighted below in the experience considerations, offerors shall identify the entity that will perform each element. For the purpose of this evaluation, performance of the work means direct, first level supervision of its accomplishment regardless of the actual employer of the individual executing the task. For convenience, a Performance Approach matrix is attached as attachment 008. The offerors shall fill in this matrix with the relevant information requested. Failure to fill in and provide the matrix at attachment 008 may subject your proposal to rejection for failure to meaningfully respond to the solicitation.

L.4.2 Volume IIIA - EXPERIENCE Subfactor: In this section the offeror shall describe recent and relevant experience for itself and any subcontractors performing any aspects of the considerations highlighted below.

**L.4.2.1 CONTRACT INFORMATION REQUIREMENTS**

L.4.2.1.1 In the Experience volume, we request that you provide information on recent, relevant contracts for (i) you, and (ii) your proposed subcontractors/team members as detailed in attachment 008. These may include foreign, federal, state, local and private industry contracts. Recent experience includes performance of contracts occurring within approximately 3 years of the date of issuance of this solicitation

L.4.2.1.2 For each entity performing any of the discreet work elements described in the consideration listed below, as described in attachment 008, please provide the following information for each contract (for convenience a format is provide at attachment 009):

- (a) Contract Number (and delivery order number if applicable)
- (b) Contract Type
- (c) Total Value of the Contract:(beginning & ending value)
- (d) Delivery Schedule (beginning, ending, & average monthly rates)
- (e) Government or commercial contracting activity address, telephone number and e-mail.
- (f) Procuring Contracting Officers (PCO) and/or Contract Specialists name, telephone number and e-mail
- (g) Government or commercial administrative contracting officer (ACO), contracting officers representative (COR), performance certifier, and/or quality assurance representative (QAR), name, telephone number and email.
- (h) A detailed description of scope of work requirements and a discussion of\~the similarities between the cited contract scope and the scope of this RFP. \~
- (i) The dates of contract performance.
- (j) Any subcontracting or teaming agreements.

**L.4.2.2 EXPERIENCE CONSIDERATIONS**

L.4.2.2.1 Offerors shall provide detailed information regarding the prime and any team members experience with the following four considerations.

Consideration #1: Experience with -10/-20 Maintenance

Offerors shall focus on demonstrating experience with the following work tasks to support the experience of the team member(s) that will be performing the work contemplated by this consideration. For each of the work tasks, provide information about experience with the specific HMMV models that are the subject of the LTV TPER. Offerors who do not possess this specific experience may provide other experience, but shall explain thoroughly how this other experience is similar to performing the work task on the LTV TPER HMMV models and specifically how the risk of unsuccessful performance is reduced by its experience.

a. Experience with performing scheduled maintenance.

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- b. Experience with diagnostic troubleshooting and performance of unscheduled maintenance.
- c. Experience with Removal and Replacement of major components

Consideration #2: Experience with -10/-20 Maintenance at comparable volumes

Offerors shall focus on demonstrating experience with the following work tasks to support the experience of the team member(s) that will be performing the work contemplated by this consideration. For each of the work tasks, provide information about experience with the specific HMMWV models that are the subject of the LTV TPER. Offerors who do not possess this specific experience may provide other experience, but shall explain thoroughly how this other experience is similar to performing the work task on the LTV TPER HMMWV models and specifically how the risk of unsuccessful performance is reduced by its experience.

- a. Experience with performing scheduled maintenance at rates of up to 180 vehicles/month.
- b. Experience with diagnostic troubleshooting and performance of unscheduled maintenance at rates of up to 180 vehicles/month.
- c. Experience with Removal and Replacement of major components at the rates contemplated by the proportions for each listed subcomponent specified in Section C.

Consideration #3: Experience in Kuwait

Offerors shall focus on demonstrating experience with the following work tasks to support the experience of the team member(s) that will be performing the work contemplated by this consideration. For each of the work tasks, provide information about experience working in Kuwait, which is where the LTV TPER must be performed. Offerors who do not possess this specific experience may provide other experience, but shall explain thoroughly how this other experience is similar to performing in Kuwait and how the risk of unsuccessful performance is reduced by its experience.

- a. Experience with recruiting, hiring, and deploying to Kuwait, Third Country National (TCN) personnel.
- b. Experience with recruiting, hiring, and deploying to Kuwait United States ex-patriot and other western personnel.
- c. Experience with establishing and operating a Contractor owned facility in Kuwait.

Consideration #4: HMMWV Experience

Offerors shall focus on demonstrating experience with the following to support the experience of the team member(s) that will be providing the capability contemplated by this consideration. For each of the capabilities, provide information about experience as the OEM for HMMWV models under LTV TPER. Offerors who do not possess this specific experience may provide other experience, but shall explain thoroughly how this other experience is similar to HMMWV OEM experience and how the risk of unsuccessful performance is reduced by its experience.

- a. Familiarity with the design of the HMMWV.
- b. Experience with the maintenance procedures for the HMMWV.
- c. HMMWV parts acquisition experience

Included is access to an ongoing production line with parts inventory or possession of a Bill Of Material (BOM) with sources so that parts may be effectively acquired.

L.4.3 Volume IIIB - Past Performance. Offerors are strongly encouraged to submit the Past Performance sub-volume to Lisa Butt at lisa.butt@acom.army.mil, by 20 May 07 but no later than the date set for receipt of proposals.

L.4.3.1. Questionnaires: A past performance questionnaire is provided at attachment 010. A copy of the "Past Performance Questionnaire" will also be posted on the website for your use in electronically sending it to your customers. For the contracts offered for evaluation, the Offeror shall send a copy of the past performance questionnaire directly to (a) the federal, state and local government agency, and (b) the commercial private industry customers which had past performance working with them on similar/relevant requirements. Immediately upon receipt of the solicitation and based on identification of your most recent and relevant customers, the Offeror shall send the questionnaire to the appropriate Contracting Officer's Representative (COR) and Procuring Contracting Officer (PCO), or other appropriate technical and contracting individuals. The Offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at lisa.butt@us.army.mil no later than five (5) days before the solicitation closing date (See Block #9 of the SF 33 cover page to this solicitation).

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L.4.3.2 Past Performance Proposal Submission Requirements: The Offeror is required to provide the following:

L.4.3.3. Recent Contract Information. The Offeror shall identify and submit no more than five of the most recent/relevant contracts. These contracts may include Federal, State, and local government and commercial contracts. Recent contracts are those with any performance occurring within the three years prior to the date this RFP was issued.

L.4.3.4. Relevant Contract Information. The Government will evaluate the Past Performance of the prime contractor only. Performance of the LTV TPER effort will require the contractor to manage a wide range of performance activities, and experience has shown that this is likely to involve an array of subcontractors and team members. Your submitted past performance contracts shall address your previous efforts in performing prime contract management of efforts similar in performance approach to the LTV TPER.

For each of your recent and relevant past contracts, provide the following information:

- a. Contract Number and company or agency that awarded the contract
- b. Narrative Description of the work scope and dollar value and a comparison with the work scope and anticipated dollar value of this solicitation
- c. Contracting point of contact, technical point of contact for that customer, including their addresses, phone numbers, and e-mail addresses
- d. A discussion of the performance approach similarities of the prime contract management effort to that required by LTV TPER.
- d. A discussion of any noteworthy quality, delivery, or customer satisfaction accomplishments or recognition
- e. A discussion of any quality, delivery, or customer problems that occurred, how they were resolved, and steps taken to avoid similar problems in the future.

Note: If the point of contact does not speak English, it is the Offerors responsibility to have an interpreter present if this person is contacted by the Government.

L.4.3.5 Thorough and Complete Information: The Government does not assume the duty to search for data to cure problems found in proposals. The burden of providing thorough and complete past performance information remains with you.

L.5. Volume IV Price Factor

L.5.1 Offeror will insert unit prices for all CLINs as instructed in spreadsheet at Attachment 011. Offeror will provide the following prices for each ordering period.

L.5.1.1 For the firm fixed price CLINs for mandatory tasks the offeror is to provide unit prices per vehicle for each quantity range. The quantity ranges refer to the monthly Refurbishment rate for all vehicle types combined regardless of vehicle mix. Offeror will also provide unit prices per vehicle for each quantity range for Guaranteed Minimum CLINs.

L.5.1.2 For the firm fixed price per replacement for major items the offeror is to provide a unit price per replacement for each of the six major assemblies for each vehicle type.

L.5.1.3 For the T&M labor portion covering unscheduled maintenance the offeror is to provide fully built-up prices per hour for each required labor skill category.

L.5.1.4 For the time-and-material-related work under the contract, as shown on Attachment 011 the offeror shall provide a material handling factor for each ordering period. Related to these proposed factors, the offeror shall provide the following data in the Price Volume. The offeror shall quantitatively show what costs are included in the proposed percentage factors for material handling costs. (The proposed percentage factors for material handling costs will be added to all allowable and allocable direct material cost that the contractor incurs as part of the time and material effort. (For example, if the factor is 10%, the contractor would be paid \$1.10 for each dollar of direct material incurred.) The factor is as provided in FAR 16.601(a)(2) and 16.601(b)(2). Transportation will be included as part of the reimbursable material and shall not be included in the material handling factor. No profit shall be included in this factor.

L.5.1.5 Consistent with the prices identified in this spreadsheet and the information contained in your Volume II Refurbishment Capability Volume, the offeror is required to submit limited cost and pricing information to support the proposed amount. The Price Factor shall include the prices for all CLINs set forth in spreadsheet at Attachment 011. All prices, as well as any pricing information provided as a result of these instructions, shall be in U.S. dollars. Also provide a basis for establishing the proposed prices of all first contract year CLINs, including verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspection. Address significant factors accounting for price differences for other contract years

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and for the Guaranteed Minimum CLINs. The above information is intended to establish the reasonableness and realism of the offerors proposed prices. Spreadsheets should be Microsoft EXCEL or compatible equivalent and should be read-only.

L.5.1.6 Labor Spreadsheet: The offeror is required to provide an electronic spreadsheet for labor. All direct labor positions or categories shall be identified. Additional columns shall identify: base pay rate, nationality (ex: Local, Western, Third Country National), and general description of qualifications. Other columns may be added as appropriate. Offeror will use the general format of sample spreadsheet at attachment 011. If labor rates include allowances for overtime, fringe, foreign differential, bonuses, or other factors, identify those amounts and the derivations. Identify which if any rates are included in a current FPRA or have been audited by DCAA and include DCAA/DCMA contacts. Labor spreadsheets are required for first ordering period prices only.

L.5.1.7 Firm Fixed Price Effort: The offeror shall provide the following information on a per unit basis for the first ordering period, and second ordering period. Separate summaries shall be provided for the firm fixed price per vehicle refurbishment and fixed prices per assembly for each of the four major assembly replacement efforts. Price information for major assembly replacement should address labor offset for mandatory tasks eliminated or duplicated by the replacement. Where range pricing applies the offeror should submit this data for the quantity range price of the range with the highest evaluation weight. The offeror should provide narratives explaining significant variances for low or high quantity range prices.

1. Material Cost
2. Material Overhead
3. Touch Labor
4. Labor Overhead
5. Amortized Engineering
6. Engineering Overhead
7. Travel
8. Other Direct Costs (including non-material subcontracts)
9. FCCM
10. G&A
11. Fee/Profit
12. Quantity unit price

L.5.1.8 Price Supporting Information. The offeror is required to provide on a per unit basis narratives describing the basis and rationale for each element included in the summaries from L.5.1.7 Identify any judgmental characteristics applied and any mathematical, statistical, or other methods used in pricing, and the nature and amount of any contingencies or adjustments included in the proposed amounts. Provide current FPRA if available, pool and base information with historical data or projected costs with explanation of reasoning. Identify any DCAA audited information and DCAA / DCMA contacts.

L.5.1.8.1 Material: Offeror shall provide basis for direct material cost. This may include priced bills of material, engineering estimates with reasoning explained, historical information, etc.

L.5.1.8.2 Indirect costs and FCCM: (including Material Overhead, Labor Overhead, Engineering Overhead, G&A) Offeror shall provide basis for each indirect rate and FCCM rate.

L.5.1.8.3 Touch Labor: Offeror will provide proposed direct labor hours, rates per hour, and amounts by labor position or category.

L.5.1.8.4 Engineering Labor: If engineering is direct charged the offeror will provide proposed direct labor hours, rates per hour, and amounts by labor position or category. Spreadsheet for labor required under L.5.4.2 shall be linked or cross-referenced.

L.5.1.8.5 Travel: Offeror is required to provide proposed travel costs including but not limited to business travel, deployment costs, home leave and/or R&R travel. Include number of travelers, duration, air fare, lodging, per diem, etc. and basis for projected costs.

L.5.1.8.6 Other Direct Costs: Offeror will provide amounts and detailed basis of estimates for all other proposed direct costs if any such as facilities, tooling, setup, freight, employee housing, etc.

L.5.1.8.7 Insurance cost for assuming responsibility for all loss or damage to Government Furnished Property while in the offerors possession. Offerors shall identify the cost of insurance, and any other costs associated with this responsibility. This includes costs associated with responsibility for Government Furnished vehicles as well as responsibility for Government Furnished replacement parts.

\*\*\* END OF NARRATIVE L 0001 \*\*\*

|     | <u>Regulatory Cite</u> | <u>Title</u>                                      | <u>Date</u> |
|-----|------------------------|---|-------------|
| L-1 | 52.214-34              | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE      | APR/1991    |
| L-2 | 52.214-35              | SUBMISSION OF OFFERS IN U.S. CURRENCY             | APR/1991    |
| L-3 | 52.215-1               | INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION | JAN/2004    |

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|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| L-4 | 52.232-13              | NOTICE OF PROGRESS PAYMENTS                            | APR/1984    |
| L-5 | 252.204-7001           | COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING | AUG/1999    |
| L-6 | 252.225-7032           | WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS | APR/2003    |
| L-7 | 52.216-1               | TYPE OF CONTRACT                                       | APR/1984    |

The Government contemplates award of a FIRM FIXED-PRICE and TIME AND MATERIALS contract resulting from this solicitation.

[End of Provision]

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|-----|-----------|-----------------------|----------|
| L-8 | 52.232-18 | AVAILABILITY OF FUNDS | APR/1984 |
|-----|-----------|-----------------------|----------|

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

[End of Provision]

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|-----|----------|--------------------|----------|
| L-9 | 52.233-2 | SERVICE OF PROTEST | AUG/1996 |
|-----|----------|--------------------|----------|

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

|                                     |    |  |
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| USA TACOM-LCMC                      |    | HQ, Army Materiel Command                |
| ATTN: AMSTA-AQ (Acquisition Center) | or | Office of Command Counsel                |
| (Protest Coordinator)               |    | ATTN: AMCCC-PL                           |
| Warren, MI 48397-5000               |    | 9301 Chapek Road, Rm 2-1SE3401           |
|                                     |    | Ft. Belvoir, VA 22060                    |
|                                     |    | Facsimile number (703) 806-8866/806-8875 |

The AMC-Level protest procedures are found at: [www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html).

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

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|------|------------------------|---------------------------------|----------|
| L-10 | 52.233-4001<br>(TACOM) | HQ-AMC LEVEL PROTEST PROCEDURES | OCT/2006 |
|------|------------------------|---------------------------------|----------|

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.



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(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Road, Rm 2-1SE3401  
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
[http://www.amc.army.mil:8765/cs.html?url=http%3A//www.amc.army.mil/amc/command\\_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1](http://www.amc.army.mil:8765/cs.html?url=http%3A//www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1)

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

(1) terminate the contract;

(2) re-compete the requirement;

(3) issue a new solicitation;

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- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-11      52.215-4404      DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY      MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-12      52.217-4004      DESTINATIONS FOR OPTION QUANTITIES      FEB/1994  
(TACOM)

To compute a price for any option quantity, assume you'll be shipping a proportional share of the option quantity to each destination scheduled to receive shipments of the same item under the basic contract. For example, if the basic contract involves one third of the quantity to go to destination X, and two thirds to destination Y, assume those same percentages will apply to any option quantities the Government will exercise.

[End of Provision]

L-13      52.245-4002      ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL      MAR/1996  
(TACOM)      TOOLING

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other

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equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Basis of Award.

M.1.1 As a result of this solicitation, the Government anticipates awarding one Indefinite Delivery/Indefinite Quantity contract to the source whose proposal is most advantageous and realistic considering the evaluation criteria described below. However, the Government reserves the right to make no award as a result of this solicitation if, upon evaluation, none of the proposals are deemed to meet the Governments requirements at an acceptable level of risk or price. The evaluation of proposals submitted in response to this solicitation will be conducted on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government.

M.1.2 The Government will weigh the evaluated proposal (other than the Price Factor) against the evaluated price to the Government. The evaluation Factors to select the most advantageous proposal are: Refurbishment Capability, Performance Risk, and Price. As part of the best value determination, the relative strengths, weaknesses and risks of each Offeror's proposals shall be considered in selecting the offer that is most advantageous and represents the best overall value to the Government.

M.1.3 Offerors must be determined to be Responsible in accordance with FAR 9.103 in order to be eligible for award. Details for the Determination of Responsibility and Trade-offs are set forth below.

M.2 Rejection of Offers. The Government may reject any proposal which:

- a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration, as specified in the solicitation; or
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform RFP requirements due to submission of a proposal that is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or
- c. Contains any unexplained, significant inconsistency between the proposed effort and the proposed price, which implies the Offeror has (1) inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or
- d. An offer that is unbalanced, as to prices. An unbalanced offer is one, which is based on prices significantly high or low for one given ordering period versus another ordering period; or
- e. Fails to meaningfully respond to the Proposal Preparation Instructions specified in the solicitation.
- f. Offers a product or services that do not meet all stated material requirements of the solicitation.
- g. Is unaffordable

M.3 Evaluation and Source Selection Process

M.3.1 Evaluation Process. Selection of the successful offeror(s) shall be made following an assessment of each proposal, based on the response to the information called for in Section L of this RFP and against the solicitation requirements and the evaluation criteria described in Section M herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor. The Government reserves the right to reject offers, in accordance with solicitation provision Rejection of Offers above.

M.3.1.1 Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award.

M.3.1.2 Source Selection Evaluation Board (SSEB). An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria listed for this solicitation. Careful, full and impartial consideration will be given to all proposals received pursuant to this solicitation.

M.3.1.3 Award Without Discussions. This RFP includes FAR Provision 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises offerors that the Government intends to make award without conducting discussions. Where award will be made without discussions, exchanges with offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the offerors initial proposal should contain the offerors best terms from a refurbishment capability, performance risk, and pricing standpoint. However, under FAR 52.215-1, the Government reserves the right to hold discussions, if necessary.

M.3.2 Importance of Price. Award will be made to the responsible Offeror whose proposal represents the best value to the Government. This may not be the Offeror with the lowest price. However, the closer the Offerors evaluations are in those Factors other than Price, the more important Price becomes in the decision. Notwithstanding the relative order of importance of the four evaluation Factors stated herein, Price may be controlling when:

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- (a) proposals are otherwise considered approximately equal in Refurbishment Capability, and Performance Risk
- (b) an otherwise superior proposal is unaffordable; or
- (c) the advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.3.3 As stated below, the non-price factors, when taken together, are significantly more important than the price factor. This relative weight of the price factor was adopted due to the difficult nature of the local circumstances which are considered to present an elevated level of performance/cost risk for the selected contractor, particularly for the fixed price CLINS. Because of this, and due to the critical nature of the work to be performed to the GWOT mission of the US Army in this theatre, the relative weighting of the selection criteria are intended to emphasize in both the evaluation and source selection trade-off the assessment of risk levels in the refurbishment capability and performance factor based on the extent that the proposed prices are sufficient to present not merely an acceptable, but a very high likelihood of successful performance.

M.3.4 Affordability. Price can also play a role in the Governments evaluation of the affordability of an Offerors proposal. An Offeror may not receive an award if its proposal is unaffordable.

M.3.5 Risk Assessment. The Government will assess the risks (proposal risk and performance risk) of the Offerors proposal. It is important to distinguish the difference between proposal risk and performance risk.

M.3.5.1 Proposal Risks. Proposal Risks are those risks associated with an Offerors proposed approach in meeting the Governments requirements. Proposal Risk is assessed by the SSEB and is integrated into the assessment of the Refurbishment Capability, Performance Risk and Price Factors.

M.3.5.2 Performance Risks. Performance Risks are those risks associated with the probability that an Offeror will successfully perform the solicitation requirements as indicated by that Offerors record of past performance. Performance Risk will be assessed by the SSEB in the Performance Risk Factor.

M.3.6 Determination of Responsibility. Per FAR 9.103, contracts will be placed with only Contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104-1 and FAR 9.104-3(b). In addition, the Government may assess the Offerors financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an Offeror who cannot satisfy the Governments requirements as se forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or their significant subcontractors, defined as any subcontract dollar value in excess of \$5,000,000 per year or if the subcontracted work is critical to the whole) to aid the PCO in the evaluation of each Offerors proposal and ensure that a selected Contractor is responsible. No award can be made to an Offeror who has been determined to be not responsible by the Contracting Officer. To make sure that you meet the responsibility criteria at FAR 9.104, we may:

- (1) arrange a visit to your plant and perform a necessary Pre-Award Survey, or
- (2) ask you to provide financial, technical, production, or managerial background information. If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you non-responsible. If we visit your facility, please make sure that you have current data relevant to your proposal available for our team to review.

M.3.7 Evaluation Criteria

a. Evaluation Factors: The three (3) Evaluation Factors are:

- (1) Refurbishment Capability
- (2) Performance Risk
- (3) Price

b. The Refurbishment Capability Factor is most important and is more important than the Performance Risk Factor. The Performance Risk Factor is significantly more important than the Price Factor. Additionally, as required to be defined by FAR 15.304(e), the non- Price Factors of Refurbishment Capability and Performance Risk, when combined, are significantly more important than the Factor of Price.

c. The Performance Risk Factor is further divided into two subfactors: Experience and Past Performance. The Experience subfactor is more important than the Past Performance subfactor. The evaluation of proposals in response to this solicitation will be performed as follows:

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**M.3.7.1 Refurbishment Capability Factor.**

M.3.7.1.1 The Army is seeking a low risk Refurbishment capability based on to the maximum extent an existing capability. The area of Refurbishment Capability will assess the proposal risk probability (based on the information supplied in response to Section L) that the Offeror and its subcontractors will timely achieve performance satisfying Contract requirements. Offerors whose proposal indicates a refurbishment capability that is not currently available to meet the delivery requirements of the solicitation are not precluded, but will be considered higher risk than an offeror whose refurbishment capability is currently in place. Additionally, offerors whose proposed prices are assessed as either unsupported in whole or in part, or are inconsistent with the proposed refurbishment approach may be assessed as higher risk for meeting contract requirements under this factor.

**M.3.7.2 Performance Risk Factor.**

The Performance Risk Factor consists of two subfactors: Experience and Past Performance. The Experience subfactor is more important than the Past Performance subfactor.

**M.3.7.2.1 Experience Subfactor.**

M.3.7.2.1.1 Under the Experience subfactor the Government will assess the relative degree of risk that, based on the extent and relevance of experience, the offeror will timely and successfully deliver refurbished vehicles in accordance with the delivery schedule and scope of work. The Government will determine relative risk in proportion to the extent to which the offerors previous experience is highly, or not highly, relevant to the requirements of this RFP.

M.3.7.2.1.2 The Government will determine the relevance of previous experience to the requirements of this RFP by assessing the degree to which the performance approach used in the cited contract is similar to the performance approach to be employed in the contract resulting from this RFP. Therefore, offerors will not receive any credit in the evaluation for proposed experience of any team member if that team member is not performing the identical work under LTV TPER.

**M.3.7.2.2 Past Performance Factor.**

a. The assessment of Past Performance will be based on the Prime Offerors past record of contract performance, of contracts performed within the last three years, as it relates to the probability that the Offeror will successfully accomplish the required effort. Proposed subcontractors Past Performance will not be assessed in the evaluation, only the proposed Prime Contractors Past Performance will be considered. The assessment of relevance of prior work will be based on how similar the prime contract management performed under the prior contracts is to the LTV TPER in performance approach. The Government will determine the similarity of previous experience to the requirements of this RFP by assessing the degree to which the performance approach used in the cited contract is similar to the performance approach to be employed in the contract resulting from this RFP, including the extent that the offeror has previously employed the subcontractors proposed under LTV TPER. The assessment of the quality of past performance will consider customer satisfaction, delivery compliance, technical compliance, and subcontract/vendor management. The assessment of the similarity of the prior work to the LTV TPER and the assessment of the quality of the prior work as assessed by customers will be combined into a risk assessment regarding how likely successful the offeror will be in performing the LTV TPER contract.

b. Significant achievements, problems, or lack of relevant data in any element of the work can become an important consideration in the source selection process. The existence of negative prior performance findings may result in a rating that reflects elevated performance risk. Offerors without a record of any relevant Past Performance upon which to base a meaningful performance risk prediction will be rated as "Unknown Risk," which is neither favorable nor unfavorable.

c. In evaluating each Offeror's delivery compliance, the Government will look at the Offeror's delivery performance, against the contracts original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the Offeror, even if consideration was provided, will be counted against the Offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

d. Additionally, the Offeror may be evaluated based on other internal Government or private source information. While the Government may elect to consider data obtained from external sources other than the proposal, the burden of providing thorough and complete past performance information rests with the Offeror.

**M.3.8.1 Price Factor**

M.3.8.1.1 The Price Area evaluation will consider the total evaluated price to the Government. The assessment of total evaluated price will include consideration of the reasonableness, realism and affordability of the proposed fixed prices, T&M hourly rate prices, and T&M material handling factor. The total evaluated cost to the Government will include the total evaluated price from attachment 11 plus the government added Government-owned property factor IAW 52.245-4001. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business. Realism asks the question, "Does the proposal accurately reflect the offeror's proposed effort to meet program objectives and requirements?" The results of the realism assessment may be used in the assessment of proposal risk under the Refurbishment Capability actor. In the event that the offerors Price Factor proposal either (a) is assessed as lacking realism under either the FFP or T&M portions of the proposal, or (b) is inconsistent with the offeror's Refurbishment Capability Factor Proposal and therefore reflects a lack of price realism relative to proposal assertions made

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under non-Price factors, the evaluation of the Refurbishment Capability Factor will be downgraded commensurate with the extent and impact of the Realism shortfalls. Consideration of affordability may be controlling in circumstances where two or more proposals are otherwise adjudged equal, or when the superior proposal is at a price which the government cannot afford. Additionally, price may be controlling where the non-price advantages of a particular proposal are not considered worthy of the additional price involved. Price reasonableness and realism may be evaluated by various means such as historical data, experience available from Government sources, and information provided in the offerors Refurbishment Capability Proposal. The results of the realism assessment may be used in the assessment of proposal risk and in determining offeror responsibility but will not be used to adjust the offerors total evaluated price.

M.3.8.1.2 For the Fixed Price CLINs, for work performed by the prime contractor or its subcontractors, the evaluation of realism seeks to determine whether the proposed prices per vehicle refurbishment or per major assembly replacement are likely to achieve contract requirements and objectives, including whether the proposed labor rates are realistic to hire and retain the labor skills proposed by the offeror. The evaluation will also include whether the proposed per vehicle or per assembly rates realistically include all other associated costs such as ordering of repair parts either through Government supply system or through a T&M CLIN, allowance for overtime, material handling or storage, clerical, supervision, quality assurance or other costs. In doing so, the Government will examine the offerors narrative requested in Section L that supports the proposed prices.

M.3.8.1.3 With regard to the T&M hourly labor rates, for work performed by the prime contractor or its subcontractors, the evaluation of realism seeks to determine whether the proposed labor rates for both the prime offeror and any subcontractors, are likely to achieve contract requirements and objectives, and whether the proposed hourly rates are realistic to hire and retain the labor skills proposed by the offeror. The evaluation will also include whether the proposed hourly rates realistically include all other associated costs such as ordering of repair parts either through Government supply system or through a T&M CLIN, allowance for overtime, material handling or storage, clerical, supervision, quality assurance, or other costs whether normally direct or indirect. In doing so, the Government will examine the offerors narrative requested in Section L that supports the proposed prices.

M.3.8.1.4 The total evaluated price will be determined through the summing in spreadsheet at Attachment 011 as filled in by the offeror IAW L.5.1. For purposes of evaluation only, for the firm fixed price CLINs for mandatory tasks, a weighted average unit price will be multiplied by the evaluated quantity. For purposes of evaluation only for the major assembly replacement CLINs the offerors proposed fixed price per assembly will be multiplied by the government's estimated annual quantity of replacements. For purposes of evaluation only, for the T&M portion covering unscheduled maintenance, for each required skill the contractors fixed price per hour will be multiplied by the governments estimated annual hours for that skill.

M.3.8.1.5 The total evaluated prices for material under the time and material CLINs based on direct material of as they appear on the T&M tab of attachment 011, plus the offeror's proposed material handling factor(s). Note that this government estimated material amount is defaulted in the evaluated price spreadsheet at Attachment 011. In order that all offerors are evaluated on the same basis the material cost is considered to be the purchase price plus transportation of parts whether purchased by the prime contractor or a subcontractor. Any subcontractor costs associated with T&M material must be included in the material factor.

M.3.8.1.6 Evaluation of use of existing Government-owned property. For purposes of evaluation only, the unit evaluation factors for each classification of property, computed IAW 52.245-4001, shall be added by the Government to the total evaluated price from attachment 11.

\*\*\* END OF NARRATIVE M 0001 \*\*\*

|     | <u>Regulatory Cite</u>  | <u>Title</u>  | <u>Date</u> |
|-----|---|---|-------------|
| M-1 | 52.209-4011<br>(TACOM)  | CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD | JAN/2001    |
| (a) | We'll award a contract to the offeror that:   |   |             |
| (1) | submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, <u>and</u> |   |             |
| (2) | submits a bid or proposal that meets all the material requirements of this solicitation, <u>and</u>   |   |             |
| (3) | meets all the responsibility criteria at FAR 9.104.   |   |             |
| (b) | To make sure that you meet the responsibility criteria at FAR 9.104 we may:   |   |             |
| (1) | arrange a visit to your plant and perform a preaward survey;  |   |             |
| (2) | ask you to provide financial, technical, production, or managerial background information.  |   |             |

|                                       |  |  |
|---------------------------------------|--|--|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-07-R-0489 <b>MOD/AMD</b> | <b>Page 96 of 97</b><br><b>REPRINT</b> |
| <b>Name of Offeror or Contractor:</b> |  |  |

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

|     |             |   |          |
|-----|-------------|---|----------|
| M-2 | 52.245-4001 | EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY | MAR/1985 |
|     | (TACOM)     |   |          |

(a) Rent-free use of existing facilities, special test equipment, and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as property), including rent-free use by prospective subcontractors, will be a consideration in the evaluation of responses to this solicitation. For purposes of evaluation only, the unit evaluation factors for each classification of property, computed as follows, shall be added by the Government to the price or prices offered. The evaluation factors shall be computed by multiplying the acquisition cost of each item of property by the rental rates specified below, and then multiplying the product obtained by the number of months of use proposed. A minimum of one month of use shall be required for purposes of evaluation. Fractional portions of a month shall be counted as a full month. This final product shall then be divided by the total quantity of units to be produced using such property to determine the unit evaluation factors. The factors shall be separately set forth by the offeror under the offered unit prices.

Monthly Rental Rates

(1) For land and land preparation, buildings, building installations, and land installations other than those items specified in (2) below: the prevailing commercial rate.

(2) For industrial plant equipment of the types covered by Federal Supply Classification Code Numbers 3405, 3408, 3410, 3411 through 3419 (machine tools), and 3441 through 3449 (secondary metalforming and cutting machines), the following rates shall apply:

| <u>Age of Equipment</u> | <u>Monthly Rental Rates</u> |
|-------------------------|-----------------------------|
| 0-2 years               | 3.00%                       |
| Over 2 to 3 years       | 2.00%                       |
| Over 3 to 6 years       | 1.50%                       |
| Over 6 to 10 years      | 1.00%                       |
| Over 10 years           | 0.75%                       |

(3) For personal property and equipment not covered in (1) and (2) above (including all production equipment not in the Federal Supply Classification Codes set forth above, and including special tooling and special test equipment), the following rates shall apply:

- Two percent (2.00%) per month for electronic test equipment and automotive equipment;
- One percent (1.00%) per month for special tooling and for all other property and equipment.

(b) If any item of property is to be used on other work for which use has been authorized during the period such property is requested for use on any contract resulting from this solicitation, the evaluation factors shall be calculated in accordance with the following: the acquisition cost of each item of property shall be multiplied by the rental rates specified for the applicable classification of property set forth above, and the product obtained shall then be multiplied by the number of months of rent-free use requested. The resulting product shall be multiplied by a fraction, the numerator of which is the amount of use of the property proposed under this solicitation, and the denominator of which is the sum of the previously-authorized use of the property during the period of proposed use and the use proposed under this solicitation. The final product shall then be divided by the total quantity of units to determine the unit evaluation factor. The measurement unit for determining the amount of use to be considered in establishing the fraction referred to in the foregoing calculation shall be direct labor hours, sales, hours of use, or any other measurement unit which will result in an equitable apportionment of the factor. The measurement unit used and the amount of respective uses in sufficient detail to support the proration shall be set forth for each item of property.

(c) For the purposes of determining the evaluation factors set forth above, the following definitions apply:

(1) The term acquisition cost means the total cost to the Government for an item of property, including the cost of (i) transportation, (ii) installation, (iii) accessories to be used with the item, and (iv) any rebuilding and modernization which has



|                    |   |         |               |
|--------------------|---|---------|---------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued |         | Page 97 of 97 |
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enhanced the original capability of the item;

(2) The age of an item of property shall be based on the year in which it was manufactured, with an annual birthday on 1 January of each year thereafter. On 1 January following the date of manufacture, the item shall be considered one year old; and on each succeeding January 1st, it shall become one year older (thus, an item manufactured on 15 July 1978 would be one year old on 1 January 1979, and over two years old on and after 1 January 1980).

(d) Where this solicitation provides that the property is offered for use on an as-is basis, F.O.B. loading dock at present location, the Government shall add to the offered price, in addition to the evaluation factors described above, a factor, for purposes of evaluation, which will be composed of the costs to the Government of making such property available at the F.O.B. point, including the costs of disconnection, preparation for shipment, and placement on the loading dock.

[End of Provision]

PIIN/SHIN W56HZV-07-R-0489

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## SECTION A - SUPPLEMENTAL INFORMATION

ADDED AS7040 52.201-4000 01-JAN-2006 TACOM-WARREN OMBUDSPERSON  
(TACOM)

CHANGED AS7311 52.204-4016 01-SEP-2006 TACOM-WARREN ELECTRONIC CONTRACTING  
(TACOM)

(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(1) The proper TACOM addresses for offer submission are:

(i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.

(ii) RFP and Sealed Bidding: Email your offer to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) If you datafax your proposal/bid, address your header to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.

(2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.

(3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil). If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

CHANGED AS7316 52.214-4003 01-MAR-1998 ALL OR NONE  
(TACOM)

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

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(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

|       |        |                        |             |                              |
|-------|--------|------------------------|-------------|------------------------------|
| ADDED | AS7911 | 52.217-4911<br>(TACOM) | 01-NOV-2001 | NOTICE OF URGENT REQUIREMENT |
|-------|--------|------------------------|-------------|------------------------------|

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

|       |        |                        |             |                                     |
|-------|--------|------------------------|-------------|-------------------------------------|
| ADDED | CS7237 | 52.237-4000<br>(TACOM) | 01-FEB-2007 | CONTRACTOR MANPOWER REPORTING (CMR) |
|-------|--------|------------------------|-------------|-------------------------------------|

## SECTION D - PACKAGING AND MARKING

|       |        |              |             |  |
|-------|--------|--------------|-------------|--|
| ADDED | DA7105 | 252.211-7003 | 01-JUN-2005 | ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005) |
|-------|--------|--------------|-------------|--|

## SECTION E - INSPECTION AND ACCEPTANCE

|       |        |          |             |                                     |
|-------|--------|----------|-------------|-------------------------------------|
| ADDED | EF0195 | 52.246-2 | 01-AUG-1996 | INSPECTION OF SUPPLIES--FIXED-PRICE |
|-------|--------|----------|-------------|-------------------------------------|

|       |        |          |             |  |
|-------|--------|----------|-------------|--|
| ADDED | EF0203 | 52.246-6 | 01-MAY-2001 | INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR -- ALTERNATE I (APR 1984) |
|-------|--------|----------|-------------|--|

|       |        |           |             |                             |
|-------|--------|-----------|-------------|-----------------------------|
| ADDED | EF0181 | 52.246-16 | 01-APR-1984 | RESPONSIBILITY FOR SUPPLIES |
|-------|--------|-----------|-------------|-----------------------------|

|         |        |                        |             |  |
|---------|--------|------------------------|-------------|--|
| DELETED | ES7447 | 52.211-4016<br>(TACOM) | 01-DEC-2005 | CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND ALUMINUM SURFACES |
|---------|--------|------------------------|-------------|--|

|       |        |                        |             |                                  |
|-------|--------|------------------------|-------------|----------------------------------|
| ADDED | ES7043 | 52.211-4029<br>(TACOM) | 01-MAY-1994 | INTERCHANGEABILITY OF COMPONENTS |
|-------|--------|------------------------|-------------|----------------------------------|

|         |        |                        |             |  |
|---------|--------|------------------------|-------------|--|
| DELETED | ES7161 | 52.211-4030<br>(TACOM) | 01-DEC-2005 | BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES |
|---------|--------|------------------------|-------------|--|

|       |        |                        |             |                                      |
|-------|--------|------------------------|-------------|--------------------------------------|
| ADDED | ES7146 | 52.242-4008<br>(TACOM) | 01-DEC-2005 | ROUTING OF SPECIAL PROCESS APPROVALS |
|-------|--------|------------------------|-------------|--------------------------------------|

|       |        |                        |             |  |
|-------|--------|------------------------|-------------|--|
| ADDED | ES7018 | 52.246-4019<br>(TACOM) | 01-DEC-2005 | VISUAL INSPECTION CRITERIA FOR WELDMENTS |
|-------|--------|------------------------|-------------|--|

|       |        |                        |             |  |
|-------|--------|------------------------|-------------|--|
| ADDED | ES7001 | 52.246-4028<br>(TACOM) | 01-NOV-2005 | INSPECTION AND ACCEPTANCE POINTS: ORIGIN |
|-------|--------|------------------------|-------------|--|

## SECTION F - DELIVERIES OR PERFORMANCE

|       |        |           |             |                               |
|-------|--------|-----------|-------------|-------------------------------|
| ADDED | FF0081 | 52.211-17 | 01-SEP-1989 | DELIVERY OF EXCESS QUANTITIES |
|-------|--------|-----------|-------------|-------------------------------|

|       |        |           |             |                 |
|-------|--------|-----------|-------------|-----------------|
| ADDED | FF0023 | 52.242-15 | 01-AUG-1989 | STOP-WORK ORDER |
|-------|--------|-----------|-------------|-----------------|

|       |        |           |             |                          |
|-------|--------|-----------|-------------|--------------------------|
| ADDED | FF0001 | 52.242-17 | 01-APR-1984 | GOVERNMENT DELAY OF WORK |
|-------|--------|-----------|-------------|--------------------------|

|       |        |           |             |                    |
|-------|--------|-----------|-------------|--------------------|
| ADDED | FF0010 | 52.247-34 | 01-NOV-1991 | F.O.B. DESTINATION |
|-------|--------|-----------|-------------|--------------------|

|       |        |           |             |  |
|-------|--------|-----------|-------------|--|
| ADDED | FF0030 | 52.247-48 | 01-FEB-1999 | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT |
|-------|--------|-----------|-------------|--|

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|         |        |           |             |  |
|---------|--------|-----------|-------------|--|
| ADDED   | FF0033 | 52.247-55 | 01-JUN-2003 | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY |
| CHANGED | FF6002 | 52.211-16 | 01-APR-1984 | VARIATION IN QUANTITY                                      |

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and  
ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACT QUANTITY.

[End of Clause]

|         |        |             |             |  |
|---------|--------|-------------|-------------|--|
| CHANGED | FS6457 | 52.242-4457 | 01-SEP-2006 | DELIVERY SCHEDULE FOR DELIVERY ORDERS<br>(TACOM) |
|---------|--------|-------------|-------------|--|

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) For the Initial Task Order the contractor shall start deliveries 90 days after the delivery order date. For subsequent Task Orders, deliveries shall start 60 days after issuance of Task Order (or later if specified in the order) and continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of 35 units every 30 days;

(ii) You'll deliver a maximum of 180 units every 30 days

(iii) With prior approval of the Contracting Officer you can deliver more than the maximum number of units every thirty days: at no additional cost to the government.

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, or a maximum quantity less than what is requested in Paragraph (a)(1)(ii) above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES \_\_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START \_\_\_\_\_ DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

[End of Clause]

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|       |        |                        |             |   |
|-------|--------|------------------------|-------------|---|
| ADDED | FS7201 | 52.247-4009<br>(TACOM) | 01-AUG-2003 | DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY |
|-------|--------|------------------------|-------------|---|

## SECTION G - CONTRACT ADMINISTRATION DATA

|       |        |              |             |   |
|-------|--------|--------------|-------------|---|
| ADDED | GA0003 | 252.232-7003 | 01-JAN-2004 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS |
|-------|--------|--------------|-------------|---|

|       |        |              |             |                                      |
|-------|--------|--------------|-------------|--------------------------------------|
| ADDED | GA7811 | 252.201-7000 | 01-DEC-1991 | CONTRACTING OFFICER'S REPRESENTATIVE |
|-------|--------|--------------|-------------|--------------------------------------|

|       |        |              |             |                      |
|-------|--------|--------------|-------------|----------------------|
| ADDED | GA7006 | 252.204-7006 | 01-OCT-2005 | BILLING INSTRUCTIONS |
|-------|--------|--------------|-------------|----------------------|

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

|       |        |              |             |                           |
|-------|--------|--------------|-------------|---------------------------|
| ADDED | HA0803 | 252.204-7000 | 01-DEC-1991 | DISCLOSURE OF INFORMATION |
|-------|--------|--------------|-------------|---------------------------|

|       |        |              |             |   |
|-------|--------|--------------|-------------|---|
| ADDED | HA0804 | 252.205-7000 | 01-DEC-1991 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS |
|-------|--------|--------------|-------------|---|

|       |        |              |             |  |
|-------|--------|--------------|-------------|--|
| ADDED | HA0830 | 252.225-7002 | 01-APR-2003 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS |
|-------|--------|--------------|-------------|--|

|       |        |              |             |   |
|-------|--------|--------------|-------------|---|
| ADDED | HA0855 | 252.225-7005 | 01-JUN-2005 | IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES |
|-------|--------|--------------|-------------|---|

|       |        |              |             |  |
|-------|--------|--------------|-------------|--|
| ADDED | HA0812 | 252.225-7006 | 01-APR-2005 | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES |
|-------|--------|--------------|-------------|--|

|       |        |              |             |                 |
|-------|--------|--------------|-------------|-----------------|
| ADDED | HA0309 | 252.225-7013 | 01-JUN-2005 | DUTY-FREE ENTRY |
|-------|--------|--------------|-------------|-----------------|

|       |        |              |             |                  |
|-------|--------|--------------|-------------|------------------|
| ADDED | HA0020 | 252.225-7021 | 01-FEB-2006 | TRADE AGREEMENTS |
|-------|--------|--------------|-------------|------------------|

|       |        |              |             |                                 |
|-------|--------|--------------|-------------|---------------------------------|
| ADDED | HA0151 | 252.225-7033 | 01-APR-2003 | WAIVER OF UNITED KINGDOM LEVIES |
|-------|--------|--------------|-------------|---------------------------------|

|       |        |              |             |  |
|-------|--------|--------------|-------------|--|
| ADDED | HA0462 | 252.225-7043 | 01-MAR-2006 | ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (See DFARS 225.7401(b) for paragraph C fill-in.) |
|-------|--------|--------------|-------------|--|

|       |        |              |             |   |
|-------|--------|--------------|-------------|---|
| ADDED | HA0018 | 252.226-7001 | 01-SEP-2004 | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS |
|-------|--------|--------------|-------------|---|

|       |        |              |             |                       |
|-------|--------|--------------|-------------|-----------------------|
| ADDED | HA0888 | 252.228-7003 | 01-DEC-1991 | CAPTURE AND DETENTION |
|-------|--------|--------------|-------------|-----------------------|

|       |        |              |             |                              |
|-------|--------|--------------|-------------|------------------------------|
| ADDED | HA0873 | 252.231-7000 | 01-DEC-1991 | SUPPLEMENTAL COST PRINCIPLES |
|-------|--------|--------------|-------------|------------------------------|

|       |        |              |             |  |
|-------|--------|--------------|-------------|--|
| ADDED | HA0871 | 252.246-7000 | 01-MAR-2003 | MATERIAL INSPECTION AND RECEIVING REPORT |
|-------|--------|--------------|-------------|--|

|       |        |              |             |  |
|-------|--------|--------------|-------------|--|
| ADDED | HA7040 | 252.225-7040 | 01-JUN-2006 | CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES (Deviation per OSD memo 25 Jan 2007)) |
|-------|--------|--------------|-------------|--|

|       |        |             |             |  |
|-------|--------|-------------|-------------|--|
| ADDED | HS7101 | 52.204-4005 | 01-SEP-2004 | REQUIRED USE OF ELECTRONIC CONTRACTING |
|-------|--------|-------------|-------------|--|

|       |        |                        |             |  |
|-------|--------|------------------------|-------------|--|
| ADDED | HS7040 | 52.225-4040<br>(TACOM) | 01-JUN-2005 | ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED CONTRACTORS |
|-------|--------|------------------------|-------------|--|

|       |        |                        |             |   |
|-------|--------|------------------------|-------------|---|
| ADDED | HS7442 | 52.245-4000<br>(TACOM) | 01-MAY-2001 | ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS |
|-------|--------|------------------------|-------------|---|

|       |        |                        |             |  |
|-------|--------|------------------------|-------------|--|
| ADDED | HS7301 | 52.246-4026<br>(TACOM) | 01-SEP-2006 | LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS |
|-------|--------|------------------------|-------------|--|

## SECTION I - CONTRACT CLAUSES

|       |        |          |             |             |
|-------|--------|----------|-------------|-------------|
| ADDED | IF0001 | 52.202-1 | 01-JUL-2004 | DEFINITIONS |
|-------|--------|----------|-------------|-------------|

|       |        |          |             |            |
|-------|--------|----------|-------------|------------|
| ADDED | IF0004 | 52.203-3 | 01-APR-1984 | GRATUITIES |
|-------|--------|----------|-------------|------------|

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| ADDED   | IF0005 | 52.203-5  | 01-APR-1984 | COVENANT AGAINST CONTINGENT FEES   |
| ADDED   | IF0165 | 52.203-6  | 01-SEP-2006 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  |
| ADDED   | IF0008 | 52.203-7  | 01-JUL-1995 | ANTI-KICKBACK PROCEDURES   |
| ADDED   | IF0314 | 52.203-8  | 01-JAN-1997 | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  |
| ADDED   | IF0723 | 52.203-10 | 01-JAN-1997 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   |
| ADDED   | IF0023 | 52.203-12 | 01-SEP-2005 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   |
| ADDED   | IF0772 | 52.204-4  | 01-AUG-2000 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER  |
| ADDED   | IF0402 | 52.204-9  | 01-NOV-2006 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL   |
| ADDED   | IF0511 | 52.208-9  | 01-JUL-2004 | CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES  |
| ADDED   | IF0964 | 52.209-6  | 01-SEP-2006 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| ADDED   | IF0015 | 52.211-5  | 01-AUG-2000 | MATERIAL REQUIREMENTS  |
| ADDED   | IF0017 | 52.211-15 | 01-SEP-1990 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   |
| ADDED   | IF0022 | 52.215-2  | 01-JUN-1999 | AUDIT AND RECORDS - NEGOTIATIONS   |
| ADDED   | IF0276 | 52.215-8  | 01-OCT-1997 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT   |
| ADDED   | IF0028 | 52.215-11 | 01-OCT-1997 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS  |
| ADDED   | IF0030 | 52.215-13 | 01-OCT-1997 | SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS  |
| DELETED | IF0280 | 52.219-6  | 01-JUN-2003 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE   |
| ADDED   | IF0076 | 52.222-1  | 01-FEB-1997 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   |
| ADDED   | IF0445 | 52.222-19 | 01-JAN-2006 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES   |
| ADDED   | IF0992 | 52.222-21 | 01-FEB-1999 | PROHIBITION OF SEGREGATED FACILITIES   |
| ADDED   | IF0082 | 52.222-26 | 01-APR-2002 | EQUAL OPPORTUNITY  |
| ADDED   | IF0085 | 52.222-35 | 01-SEP-2006 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                |
| ADDED   | IF0087 | 52.222-36 | 01-JUN-1998 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   |
| ADDED   | IF0088 | 52.222-37 | 01-SEP-2006 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                |
| ADDED   | IF0520 | 52.222-50 | 01-APR-2006 | COMBATING TRAFFICING IN PERSONS  |
| ADDED   | IF0094 | 52.223-3  | 01-JAN-1997 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA   |
| DELETED | IF0295 | 52.223-6  | 01-MAY-2001 | DRUG FREE WORKPLACE  |
| ADDED   | IF0098 | 52.225-13 | 01-FEB-2006 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  |
| ADDED   | IF0321 | 52.225-14 | 01-FEB-2000 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT  |
| ADDED   | IF0355 | 52.227-3  | 01-APR-1984 | PATENT INDEMNITY   |

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| ADDED | IF0395 | 52.228-3  | 01-APR-1984 | WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)   |
| ADDED | IF0547 | 52.228-4  | 01-APR-1984 | WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS  |
| ADDED | IF0211 | 52.229-6  | 01-JAN-1991 | TAXES--FOREIGN FIXED-PRICE CONTRACTS   |
| ADDED | IF0118 | 52.232-1  | 01-APR-1984 | PAYMENTS   |
| ADDED | IF0121 | 52.232-7  | 01-AUG-2005 | PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (Note: Substitute the Alternate A paragraph a(2) at DFARS 252.232-7006 for paragraph a(2) of the clause at 52.232-7.) |
| ADDED | IF0123 | 52.232-8  | 01-FEB-2002 | DISCOUNTS FOR PROMPT PAYMENT   |
| ADDED | IF0124 | 52.232-9  | 01-APR-1984 | LIMITATION ON WITHHOLDING OF PAYMENTS  |
| ADDED | IF0127 | 52.232-11 | 01-APR-1984 | EXTRAS   |
| ADDED | IF0021 | 52.232-16 | 01-APR-2003 | PROGRESS PAYMENTS (Alternate I dated March 2000) (This clause only applies to small businesses.)   |
| ADDED | IF0320 | 52.232-16 | 01-APR-2003 | PROGRESS PAYMENTS  |
| ADDED | IF0063 | 52.232-16 | 01-APR-2003 | PROGRESS PAYMENTS (Alternate III dated April 2003, does not apply to small businesses)   |
| ADDED | IF0128 | 52.232-17 | 01-JUN-1996 | INTEREST   |
| ADDED | IF0129 | 52.232-20 | 01-APR-1984 | LIMITATION OF COST   |
| ADDED | IF0362 | 52.232-25 | 01-OCT-2003 | PROMPT PAYMENT   |
| ADDED | IF0703 | 52.232-33 | 01-OCT-2003 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION  |
| ADDED | IF0136 | 52.233-1  | 01-JUL-2002 | DISPUTES   |
| ADDED | IF0349 | 52.233-3  | 01-AUG-1996 | PROTEST AFTER AWARD  |
| ADDED | IF0300 | 52.233-4  | 01-OCT-2004 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM  |
| ADDED | IF0733 | 52.242-4  | 01-JAN-1997 | CERTIFICATION OF INDIRECT COSTS  |
| ADDED | IF0142 | 52.242-13 | 01-JUL-1995 | BANKRUPTCY   |
| ADDED | IF0147 | 52.243-1  | 01-AUG-1987 | CHANGES--FIXED-PRICE   |
| ADDED | IF0159 | 52.243-3  | 01-SEP-2000 | CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS   |
| ADDED | IF0160 | 52.243-6  | 01-APR-1984 | CHANGE ORDER ACCOUNTING  |
| ADDED | IF0161 | 52.243-7  | 01-APR-1984 | NOTIFICATION OF CHANGES  |
| ADDED | IF0262 | 52.244-2  | 01-AUG-1998 | SUBCONTRACTS   |
| ADDED | IF0166 | 52.244-5  | 01-DEC-1996 | COMPETITION IN SUBCONTRACTING  |
| ADDED | IF0170 | 52.245-2  | 01-MAY-2004 | GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)  |
| ADDED | IF0174 | 52.245-5  | 01-MAY-2004 | GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)                                   |
| ADDED | IF0178 | 52.245-9  | 01-AUG-2005 | USE AND CHARGES  |
| ADDED | IF0230 | 52.247-63 | 01-JUN-2003 | PREFERENCE FOR U.S.-FLAG AIR CARRIERS  |

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| ADDED   | IF0231 | 52.248-1     | 01-FEB-2000 | VALUE ENGINEERING  |
| ADDED   | IF0241 | 52.249-2     | 01-MAY-2004 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  |
| ADDED   | IF0250 | 52.249-8     | 01-APR-1984 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   |
| ADDED   | IF0260 | 52.251-1     | 01-APR-1984 | GOVERNMENT SUPPLY SOURCES  |
| ADDED   | IF0651 | 52.253-1     | 01-JAN-1991 | COMPUTER GENERATED FORMS   |
| ADDED   | IA0280 | 252.203-7001 | 01-DEC-2004 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES   |
| ADDED   | IA0821 | 252.204-7003 | 01-APR-1992 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   |
| ADDED   | IA0222 | 252.209-7004 | 01-MAR-1998 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 |
| ADDED   | IA0015 | 252.211-7005 | 01-NOV-2005 | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS   |
| ADDED   | IA0897 | 252.215-7000 | 01-DEC-1991 | PRICING ADJUSTMENTS  |
| ADDED   | IA0654 | 252.225-7031 | 01-JUN-2005 | SECONDARY ARAB BOYCOTT OF ISRAEL   |
| ADDED   | IA0932 | 252.225-7041 | 01-JUN-1997 | CORRESPONDENCE IN ENGLISH  |
| ADDED   | IA0933 | 252.225-7042 | 01-APR-2003 | AUTHORIZATION TO PERFORM   |
| ADDED   | IA0934 | 252.229-7000 | 01-JUN-1997 | INVOICES EXCLUSIVE OF TAXES OR DUTIES  |
| ADDED   | IA0523 | 252.232-7004 | 01-OCT-2001 | DOD PROGRESS PAYMENT RATES   |
| ADDED   | IA0937 | 252.232-7008 | 01-JUN-1997 | ASSIGNMENT OF CLAIMS (OVERSEAS)  |
| ADDED   | IA0232 | 252.232-7010 | 01-SEP-2005 | LEVIES ON CONTRACT PAYMENTS  |
| ADDED   | IA0938 | 252.233-7001 | 01-JUN-1997 | CHOICES OF LAW (OVERSEAS)  |
| ADDED   | IA0704 | 252.242-7004 | 01-NOV-2005 | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM  |
| ADDED   | IA0818 | 252.243-7001 | 01-DEC-1991 | PRICING OF CONTRACT MODIFICATIONS  |
| ADDED   | IA0444 | 252.243-7002 | 01-MAR-1998 | REQUESTS FOR EQUITABLE ADJUSTMENT  |
| ADDED   | IA0408 | 252.244-7000 | 01-NOV-2005 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)  |
| ADDED   | IA0411 | 252.245-7001 | 01-MAY-1994 | REPORTS OF GOVERNMENT PROPERTY   |
| CHANGED | IF6050 | 52.216-18    | 01-OCT-1995 | ORDERING   |

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through the end of month 58 of the contract.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]



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CHANGED IF6051 52.216-19 01-OCT-1995 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum monthly delivery rate of 35 firm fixed vehicles per month, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 2,160.

(2) Any order for a combination of items in excess of 10,005; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

CHANGED IF6500 52.216-22 01-OCT-1995 INDEFINITE QUANTITY

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five years after contract award.

[End of Clause]

DELETED IS6230 52.217-4001 01-FEB-2007 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY  
(TACOM)

ADDED IF7622 52.204-7 01-JUL-2006 CENTRAL CONTRACTOR REGISTRATION

ADDED IF7239 52.222-39 01-DEC-2004 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR  
FEES

ADDED IF7405 52.223-11 01-MAY-2001 OZONE-DEPLETING SUBSTANCES

ADDED IF7238 52.244-6 01-SEP-2006 SUBCONTRACTS FOR COMMERCIAL ITEMS

ADDED IF7288 52.246-4 01-AUG-1996 INSPECTION OF SERVICES--FIXED PRICE

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|       |        |                        |             |  |
|-------|--------|------------------------|-------------|--|
| ADDED | IF7262 | 52.252-6               | 01-APR-1984 | AUTHORIZED DEVIATIONS IN CLAUSES                                   |
| ADDED | IA7894 | 252.223-7001           | 01-DEC-1991 | HAZARD WARNING LABELS  |
| ADDED | IA7877 | 252.247-7023           | 01-MAY-2002 | TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002)   |
| ADDED | IS7002 | 52.204-4009<br>(TACOM) | 01-MAR-2005 | MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION |
| ADDED | IS7070 | 52.219-4070            | 01-APR-2006 | PILOT MENTOR-PROTEGE PROGRAM                                       |
| ADDED | IS7260 | 52.239-4000<br>(TACOM) | 01-JUN-1988 | PROCESSING SENSITIVE AND HIGHLY SENSITIVE DATA                     |

## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

|         |        |              |             |   |
|---------|--------|--------------|-------------|---|
| ADDED   | KA0221 | 252.209-7001 | 01-SEP-2004 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY |
| CHANGED | KF6001 | 52.204-8     | 01-JAN-2006 | ANNUAL REPRESENTATIONS AND CERTIFICATIONS                                   |

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 811198.

(2) The small business size standard is \$5,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| <u>FAR Clause</u> | <u>Title</u> | <u>Date</u> | <u>Change</u> |
|-------------------|--------------|-------------|---------------|
|-------------------|--------------|-------------|---------------|

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[End of Provision]

|       |        |              |             |  |
|-------|--------|--------------|-------------|--|
| ADDED | KA7818 | 252.209-7002 | 01-JUN-2005 | DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT |
|-------|--------|--------------|-------------|--|

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|       |        |                        |             |  |
|-------|--------|------------------------|-------------|--|
| ADDED | KA7022 | 252.225-7020           | 01-JAN-2005 | TRADE AGREEMENTS CERTIFICATE   |
| ADDED | KA7806 | 252.247-7022           | 01-AUG-1992 | REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA  |
| ADDED | KS7413 | 52.204-4007<br>(TACOM) | 01-MAR-2001 | OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE  |
| ADDED | KS7035 | 52.215-4005<br>(TACOM) | 01-OCT-1985 | MINIMUM ACCEPTANCE PERIOD  |
| ADDED | KS7008 | 52.215-4010<br>(TACOM) | 01-JAN-1998 | AUTHORIZED NEGOTIATORS   |
| ADDED | KS7151 | 52.223-4002<br>(TACOM) | 01-DEC-1993 | USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)  |
| ADDED | KS7147 | 52.225-4003<br>(TACOM) | 01-MAR-1990 | IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION                  |
| ADDED | KS7283 | 52.245-4004<br>ALT I   | 01-JAN-1991 | CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY |

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

|         |        |              |             |  |
|---------|--------|--------------|-------------|--|
| ADDED   | LF0009 | 52.214-34    | 01-APR-1991 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE           |
| ADDED   | LF0114 | 52.214-35    | 01-APR-1991 | SUBMISSION OF OFFERS IN U.S. CURRENCY                  |
| ADDED   | LF0018 | 52.215-1     | 01-JAN-2004 | INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION      |
| ADDED   | LF0043 | 52.232-13    | 01-APR-1984 | NOTICE OF PROGRESS PAYMENTS                            |
| ADDED   | LA0842 | 252.204-7001 | 01-AUG-1999 | COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING |
| ADDED   | LA0152 | 252.225-7032 | 01-APR-2003 | WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS |
| CHANGED | LF7611 | 52.216-1     | 01-APR-1984 | TYPE OF CONTRACT                                       |

The Government contemplates award of a FIRM FIXED-PRICE and TIME AND MATERIALS contract resulting from this solicitation.

[End of Provision]

|       |        |                        |             |   |
|-------|--------|------------------------|-------------|---|
| ADDED | LF7056 | 52.232-18              | 01-APR-1984 | AVAILABILITY OF FUNDS   |
| ADDED | LF7300 | 52.233-2               | 01-AUG-1996 | SERVICE OF PROTEST  |
| ADDED | LM7015 | 52.233-4001<br>(TACOM) | 01-OCT-2006 | HQ-AMC LEVEL PROTEST PROCEDURES   |
| ADDED | LS7006 | 52.215-4404            | 01-MAY-2002 | DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY        |
| ADDED | LS7326 | 52.217-4004<br>(TACOM) | 01-FEB-1994 | DESTINATIONS FOR OPTION QUANTITIES  |
| ADDED | LS7055 | 52.245-4002<br>(TACOM) | 01-MAR-1996 | ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING |

## SECTION M - EVALUATION FACTORS FOR AWARD

|         |        |             |             |   |
|---------|--------|-------------|-------------|---|
| DELETED | MF7004 | 52.217-5    | 01-JUL-1990 | EVALUATION OF OPTIONS                               |
| ADDED   | MS7311 | 52.209-4011 | 01-JAN-2001 | CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD |

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(TACOM)

|         |        |                        |             |   |
|---------|--------|------------------------|-------------|---|
| DELETED | MS7060 | 52.217-4003<br>(TACOM) | 01-FEB-1998 | EVALUATION OF INCOMPLETE OPTION PRICING                 |
| ADDED   | MS7053 | 52.245-4001<br>(TACOM) | 01-MAR-1985 | EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY |